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## Regulations

### TITLE 7—AGRICULTURE

#### Chapter XI—War Food Administration (Distribution Orders)

[WFO 75-3, Amdt. 11]

#### PART 1410—LIVESTOCK AND MEATS

##### PORK AND PORK PRODUCTS SET ASIDE

War Food Order No. 75-3, as amended (9 F.R. 12948, 14272, 10 F.R. 726, 773, 1955, 1993, 2475, 3127) is further amended by deleting paragraph (b) and substituting in lieu thereof the following:

(b) *Quantity; quality; specifications.* No Class 1 slaughterer shall deliver meat unless he shall set aside, reserve, and hold for delivery to governmental agencies, authorized purchasers, contract schools, marine hospitals, maritime academies, and ship suppliers:

(1) A quantity of frozen pork sides or cured Wiltshire sides, the total weight of which shall be not less than 0 percent of the total live weight of each week's slaughter of hogs, and which shall be prepared as frozen pork sides weighing not less than 48 pounds nor more than 100 pounds or as cured Wiltshire sides which comply with the specifications as set out in Schedule FSCC-10 (meat products Purchase Specifications). Such frozen pork sides and cured Wiltshire sides shall be delivered to Commodity Credit Corporation;

(2) A quantity of loins the total weight of which shall be not less than 5½ percent of the total live weight of each week's slaughter of hogs, to be prepared so as to conform, in weight and quality, to specifications of the Government agencies to which they will be delivered. Not less than 70 percent of the total weight of all loins so set aside shall be converted to semi-boneless (partially boneless) loins;

(3) A quantity of hams the total weight of which shall be not less than 6 percent of the total live weight of each week's slaughter of hogs, to be prepared so as to conform, in weight and quality, to the specifications of the governmental agencies to which they will be delivered. Not less than 40 percent of such hams shall be processed into overseas hams re-

quiring 96 hours' smoke, and not less than 10 percent of such hams shall be processed into Army hams requiring 48 hours' smoke;

(4) A quantity of square-cut and seedless bellies the total weight of which shall be not less than 5½ percent of the total live weight of each week's slaughter of hogs, to be prepared from bellies which, when trimmed in accordance with the best commercial practice, produce square-cut and seedless bellies which fall within a weight range of not less than 6 pounds nor more than 20 pounds. Not less than 30 percent of such bellies shall be processed into overseas bacon requiring 96 hours' smoke, and not less than 10 percent of such bellies shall be processed into Army bacon requiring 48 hours' smoke;

(5) A quantity of shoulders and boneless manufacturing pork the total weight of which shall be not less than 10 percent of the total live weight of each week's slaughter of hogs, to be prepared in the form of skinned shoulders, picnic, Boston butts, or manufacturing pork including trimmings;

(6) A quantity of salted fat cuts (American cut bellies, fat backs, plates, and jowls) the total weight of which shall be not less than 1½ percent of the total live weight of each week's slaughter of hogs. Such salted fat cuts shall be delivered to Commodity Credit Corporation; and

(7) A quantity of lard the total weight of which shall be not less than 5½ percent of the total live weight of each week's slaughter of hogs, provided that until further order of the Director this requirement shall not be applicable to slaughterers located in the States of California, Connecticut, Delaware, Florida, Georgia, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, New York, North Carolina, Oregon, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, Washington, and West Virginia.

This order shall become effective at 12:01 a. m., e. w. t., April 1, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken, prior to said date, under War Food Order No. 75-3, as amended, all provisions of said

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order shall be deemed to remain in full force for the purpose of sustaining any proper suit, action, or other proceeding with respect to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 75, 8 F.R. 11119, 9 F.R. 4319)

Issued this 29th day of March 1945.

C. W. KITCHEN,  
Director of Marketing Services.

[F. R. Doc. 45-5084; Filed, Mar. 20, 1945; 3:29 p. m.]

[WFO 19, Amdt. 6]

PART 1455—SPICES

RESTRICTED SPICES

War Food Order No. 19, as amended (9 F.R. 2456, 4321, 4319, 9584, 14876; 10 F.R. 103) is further amended by deleting the provisions in (1) of § 1455.1 (f) and inserting, in lieu thereof, the following:

(1) Unless otherwise permitted hereunder:

(i) On and after January 1, 1945, no packer shall, during any quota period, accept, in the aggregate, delivery of a quantity of cassia (cinnamon) in excess of his quotas for such spice for the then current quota period and the next succeeding quota period minus the amount of such spice which he had on hand at the beginning of such current quota period.

(ii) On and after April 1, 1945, no packer shall, during any quota period, accept, in the aggregate, delivery of a quantity of pepper (black or white) in excess of his quota for such spice (black pepper and white pepper) for the then current quota period, plus a quantity equal to such packer's unused portion of his delivery quota, specified in (c) hereof, for such spice for the immediately preceding quota period minus the amount of such spice which he had on hand at the beginning of such current quota period.

(iii) In addition to the aforesaid aggregate quantity of pepper (black or white) which a packer may accept, pursuant to (ii) of (f) (1) hereof, during any quota period, such packer may accept, only during the last 15 calendar days of such quota period, any portion of such packer's permissible acceptances of such spice for the next succeeding quota period, computed pursuant to (f) (1) (ii) hereof: *Provided*, That the aggregate quantity of pepper (black or white) which may be accepted by such packer during such subsequent quota period shall be reduced by a corresponding quantity.

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., April 1, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 19, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 19, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783)

Issued this 29th day of March 1945.

ASHLEY SELLERS,  
Assistant War Food Administrator

[F. R. Doc. 45-5065; Filed, Mar. 29, 1945;  
3:29 p. m.]

[WFO 19-2, Amdt. 3]

PART 1455—SPICES

RESTRICTED SPICES QUOTAS

War Food Order No. 19-2, as amended (9 F.R. 2458, 4319, 4321, 14877; 10 F.R. 103) is further amended by deleting from the table in § 1455.3 (b) the number "40" and inserting, in lieu thereof, the number "25."

The provisions of this amendment shall become effective at 12:01 a. m., e. w. t., April 1, 1945. With respect to violations, rights accrued, liabilities incurred, or appeals taken under said War Food Order No. 19-2, as amended, prior to the effective time of the provisions hereof, the provisions of said War Food Order No. 19-2, as amended, in effect prior to the effective time hereof shall be deemed to continue in full force and effect for the purpose of sustaining any proper suit, action, or other proceeding with regard to any such violation, right, liability, or appeal.

(E.O. 9280, 7 F.R. 10179; E.O. 9322, 8 F.R. 3807; E.O. 9334, 8 F.R. 5423; E.O. 9392, 8 F.R. 14783; WFO 19, as amended, 8 F.R. 1827, 8916, 9 F.R. 2456, 4319, 4321, 9584, 14876, 10 F.R. 103)

Issued this 29th day of March 1945.

C. W. KITCHEN,  
Director of Marketing Services.

[F. R. Doc. 45-5066; Filed, Mar. 29, 1945;  
3:29 p. m.]

## TITLE 10—ARMY. WAR DEPARTMENT

### Chapter III—Claims and Accounts

#### PART 308—ALLOTMENTS OF PAY

##### PAY WHICH CAN BE ALLOTTED

The following amendments and additions to the regulations contained in Part 308 are hereby prescribed.

Section 308.3 (a) (5) is revised as follows:

§ 308.3 *Eligible allottees and authorized purposes*—(a) *Class E allotments.*

(5) Federal savings and loan associations, and State building and loan association.

Section 308.5 is revised to read as follows:

§ 308.5 *Pay which can be allotted*—(a) *Military personnel.* (1) A commissioned officer or other person who certifies his own pay voucher may, for class E, D, and N allotments, allot his base and longevity pay, monthly subsistence allowance based on a 30-day month, rental allowance, foreign service pay, and any additional pay for distinguished service awards, but no amount in excess of the total thereof.

(2) An enlisted person may, for class E, D, and N allotments, allot so much of his base, longevity, and foreign service pay, additional pay for distinguished service awards, and monetary allowance in lieu of quarters for dependents as will leave, after class F and other deductions have been made, a monthly balance of \$10, or such other amount as may be determined by his commanding officer to be necessary to meet his essential personal needs.

(3) For any military person, all items of pay and allowances may be allotted for Class B allotments at any time and in any status, and, in the case of such person officially reported as missing, missing in action, interned in a neutral country, captured by an enemy, be-

leaguered, or besieged, all items of pay may be allotted for class E, D, and N allotments.

(b) *Civilian employees.* An eligible civilian employee may allot any amount not in excess of his basic salary, less retirement deductions, and Federal withholding tax. Per diem and other allowances may not be allotted. (Sec. 16, 30 Stat. 981, 40 Stat. 384; 52 Stat. 354; 19 U.S.C. 894) [AR 35-5520, September 1944 as amended by C 1, March 1945]

[SEAL]

J. A. ULIO,  
Major General,  
The Adjutant General.

[F. R. Doc. 45-5076; Filed, Mar. 30, 1945,  
10:00 a. m.]

## TITLE 16—COMMERCIAL PRACTICE

### Chapter I—Federal Trade Commission

[Docket No. 5089]

#### PART 3—DIGEST OF CEASE AND DESIST ORDERS

WILLIAM H. HOWE

§ 3.6 (b) *Advertising falsely or misleadingly—Qualities or properties of product or service.* In connection with the offering for sale, sale, or distribution of Lady Ashton Foot Ease, or any product of substantially similar composition or possessing substantially similar properties, whether sold under the same or any other name, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means to induce, etc., directly or indirectly, purchase in commerce, etc., of said preparation, which advertisements represent, directly or through inference, (a) that respondent's said preparation will remove calluses, or assist in their removal in excess of temporarily softening the outer layers of such calluses; or (b) that respondent's said preparation will relieve foot discomforts or tired, aching feet in excess of possibly affording temporary relief from such symptoms when used with foot bath and massage; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Cease and desist order, William H. Howe, Docket 5089, March 13, 1945]

At a regular session of the Federal Trade Commission, held at its office, in the City of Washington, D. C., on the 13th day of March, A. D. 1945.

This proceeding having been heard by the Federal Trade Commission upon the complaint of the Commission, testimony and other evidence taken before an examiner of the Commission therefore duly designated by it, report of the trial examiner, and brief in support of the complaint, and the Commission having made its findings as to the facts and its conclusion that respondent has violated the provisions of the Federal Trade Commission Act;

*It is ordered*, That respondent William H. Howe, an individual, his representatives, agents, and employees, directly or through any corporate or other device, in connection with the offering for sale, sale, or distribution of Lady Ash-

ton Foot Ease, or any product of substantially similar composition or possessing substantially similar properties, whether sold under the same or any other name, do forthwith cease and desist from directly or indirectly:

1. Disseminating or causing to be disseminated, by means of the United States mails or by any means in commerce, as "commerce" is defined in the Federal Trade Commission Act, any advertisement which represents, directly or through inference:

(a) That respondent's said preparation will remove calluses, or assist in their removal in excess of temporarily softening the outer layers of such calluses.

(b) That respondent's said preparation will relieve foot discomforts or tired, aching feet in excess of possibly affording temporary relief from such symptoms when used with foot bath and massage.

2. Disseminating or causing to be disseminated, by any means, for the purpose of inducing, or which is likely to induce, directly or indirectly, the purchase of said preparation in commerce, as "commerce" is defined in the Federal Trade Commission Act, any advertisement which contains any of the representations prohibited in paragraph 1 above.

*It is further ordered*, That respondent shall, within sixty (60) days after the service upon him of this order, file with the Commission a report in writing setting forth in detail the manner and form in which he has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 45-5105; Filed, Mar. 30, 1945;  
11:31 a. m.]

[Docket No. 3993]

#### PART 3—DIGEST OF CEASE AND DESIST ORDERS

AURINE CO., INC.

§ 3.6 (t) *Advertising falsely or misleadingly—Qualities or properties of product or service*: § 3.6 (w) *Advertising falsely or misleadingly—Refunds, repairs and replacements*: § 3.72 (i) *Offering deceptive inducements to purchase or deal—Money back guarantee*. In connection with the offering for sale, sale or distribution of its medicinal preparation designated Aurine, or any other medicinal preparation composed of substantially similar properties whether sold under the same name or any other name, disseminating, etc., any advertisements by means of the United States mails, or in commerce, or by any means to induce, etc., directly or indirectly, purchase in commerce, etc., of said preparation, which advertisements represent, directly or through inference, (a) that said preparation is a cure or remedy for or has any therapeutic value in the treatment of deafness or partial deafness; (b) that said preparation is a competent or effective treatment for deafness or partial deafness, or ringing or buzzing head noises due to hardened or coagulated wax in the ear; or (c) that

the use of said preparation will materially benefit or relieve temporary deafness or ringing or buzzing head noises due to an accumulation of wax in the ear, except that its use will soften such wax and thereby facilitate its removal by other means; or representing that respondent makes refunds to dissatisfied purchasers of said preparation when it does not in fact maintain a definite policy and practice of making such refunds; prohibited. (Sec. 5, 38 Stat. 719, as amended by sec. 3, 52 Stat. 112; 15 U.S.C., sec. 45b) [Modified cease and desist order, Aurine Company, Inc., Docket 3993, March 12, 1945]

At a regular session of the Federal Trade Commission, held at its office in the City of Washington, D. C., on the 12th day of March, A. D. 1945.

This proceeding having been heard by the Federal Trade Commission on the complaint of the Commission and the answer of respondent, and the matter having been set for hearing, a stipulation of facts was dictated into the record in lieu of the taking of testimony in support of the charges stated in the complaint and in opposition thereto, the filing of briefs and the filing of a trial examiner's report having been expressly waived, and the Commission having duly made and issued its findings as to the facts, conclusion and order to cease and desist dated June 26, 1940, and the Commission having further considered said order to cease and desist heretofore issued and being of the opinion that the public interest requires that a modified order to cease and desist should be issued in said cause, and the Commission having given due notice to the respondent to show cause on December 21, 1944, why this case should not be reopened for the purpose of modifying said order to cease and desist, and the Commission having considered the matter and the record herein and having issued its order modifying said order in certain respects, issues this its modified order to cease and desist.

*It is ordered*, That the respondent Aurine Company, Inc., a corporation, its officers, agents, representatives and employees, directly or through any corporate or other device in connection with the offering for sale, sale or distribution of its medicinal preparation designated Aurine, or any other medicinal preparation composed of substantially similar properties whether sold under the same name or any other name, do forthwith cease and desist from directly or indirectly

1. Disseminating or causing to be disseminated any advertisement by means of the United States mails or by any means in commerce as "commerce" is defined in the Federal Trade Commission Act, which advertisement represents, directly or through inference:

(a) That said preparation is a cure or remedy for or has any therapeutic value in the treatment of deafness or partial deafness;

(b) That said preparation is a competent or effective treatment for deafness or partial deafness, or ringing or buzzing head noises due to hardened or coagulated wax in the ear;

(c) That the use of said preparation will materially benefit or relieve temporary deafness or ringing or buzzing head noises due to an accumulation of wax in the ear, except that its use will soften such wax and thereby facilitate its removal by other means.

2. Disseminating or causing to be disseminated any advertisement by any means for the purpose of inducing or which is likely to induce, directly or indirectly, the purchase of said preparation in commerce, as "commerce" is defined in the Federal Trade Commission Act, which advertisement contains any of the representations prohibited in paragraph 1 hereof.

3. Representing that respondent makes refunds to dissatisfied purchasers of said preparation when it does not in fact maintain a definite policy and practice of making such refunds.

*It is further ordered*, That the respondent shall within sixty (60) days after service upon it of this order file with the Commission a report in writing setting forth in detail the manner and form in which it has complied with this order.

By the Commission.

[SEAL] OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 45-5106; Filed, Mar. 30, 1945;  
11:31 a. m.]

#### TITLE 29—LABOR

##### Chapter VI—National War Labor Board

##### PART 803—GENERAL ORDERS

##### INCENTIVE AND PIECE RATE SYSTEMS

The National War Labor Board has amended General Order No. 38 to read as follows:

§ 803.38 *General Order No. 38*. (a) Except as noted in paragraph (b) hereof, the institution of a new incentive wage or piece rate, the extension of an established incentive wage or piece rate to departments not covered by existing wage incentive or piece rate plans, and the change or modification of an established incentive wage or piece rate require the approval of the National War Labor Board. An incentive wage or piece rate means a method of payment designed to compensate an employee in some relation to his productivity rather than in relation to number of hours or time worked; the term does not include the commission method of payment. An established incentive wage or piece rate is a rate which was in existence on or prior to October 3, 1942, or has been approved by the National War Labor Board since that date, or which was placed in effect without the approval of the Board pursuant to General Order No. 6.

(b) The approval of the National War Labor Board is not required:

(1) Where the rate is changed to reflect a change in method, product, tools, material, design, or production conditions. Such a change in rate must result from the application of the established rate-setting principles and stand-



ards on which the existing incentive plan is based. The established rate-setting principles and standards are those provisions of the plan which govern the maintenance of the relationship between (i) earnings at normal efficiency and (ii) job content and job requirements.

(2) Where a new production item is placed on an incentive wage or piece rate basis in a department of a plant where an established incentive wage or piece rate plan is in operation: *Provided*, That the established rate-setting principles and standards of the plan which is in operation are applied to the new item. The established rate-setting principles and standards are those provisions of the plan which govern the maintenance of the relationship between (i) earnings at normal efficiency and (ii) job content and job requirements.

(c) A significant change in the content and requirements of a particular job resulting from a change in method, product, tools, materials, design, or production conditions or resulting from the introduction of a new production item requires a change in the rate applicable to such job.

(d) If an incentive wage or piece rate which is set without Board approval as provided in paragraph (b) hereof is found to have been inaccurately determined (that is, when the application of the new or changed rate fails to maintain the established relationship between (1) normal-efficiency earnings and (2) job content and requirements) such rate must be promptly adjusted to bring it into conformity with the principles outlined in this order.

(e) Employers who make incentive wage or piece rate adjustments without Board approval must be able to show that the adjustments were made in accordance with the principles outlined in this order. If the new rates established without the approval of the National War Labor Board under paragraph (b) hereof result in increases or decreases in average hourly earnings of the affected employees the employer must be prepared to show adequate reasons for such increases or decreases.

(f) Any provisions of a collective bargaining agreement which are inconsistent with one or more provisions of this general order shall continue in effect only during the present term of such agreement.

(g) The provisions of this general order supersede the provisions of General Orders Nos. 5, 6, 9, and 31 to the extent that such orders may relate to the institution, change, or modification of incentive wage and piece rates.

Approved: March 19, 1945.

(E.O. 9250, Oct. 2, 1942, 7 F.R. 7871, as amended by E.O. 9381, Sept. 25, 1943, 8 F.R. 13083; E.O. 9328, Apr. 8, 1943, 8 F.R. 4631, Act of Oct. 2, 1942, C 578, 56 Stat. 765; Pub. Law 729, 77th Cong.)

THEODORE W KHEEL,  
Executive Director

[F. R. Doc. 45-5075; Filed, Mar. 30, 1945;  
10:00 a. m.]

## TITLE 30—MINERAL RESOURCES

### Chapter VI—Solid Fuels Administration for War

[SFAW Order 22]

#### PART 602—GENERAL ORDERS AND DIRECTIVES

##### BITUMINOUS COAL

Because of seasonal changes in the movement of bituminous coal and because of the establishment of a new bituminous coal distribution program (SFAW Regulations Nos. 24, 25, 26 and 27) pursuant to Executive Order No. 9332 (8 F.R. 5355) the following regulations and directions are hereby revoked:

SFAW Regulation No. 15.

SFAW Regulation No. 16, as amended.

Notice to Shippers of By-Product and Other Special Purpose Coal Moving Via the Great Lakes, issued September 4, 1944.

Notice of Direction to All Shippers and Consumers of Coal Moving From Tidewater Docks, issued December 21, 1944.

Notice of Direction to All Retail Dealers Distributing Certain Sizes of Bituminous Coal Produced in Districts 1, 2, 3, 7, and 8, and to All Consumers of Solid Fuels Concerning the Conservation thereof, issued January 9, 1945.

Notice of Direction to All Persons Shipping, and to All Retail Dealers in the States of Illinois, Iowa, Minnesota, Missouri, Nebraska, North Dakota, South Dakota and Wisconsin Receiving, Certain Sizes of High Volatile Domestic Coal Produced in District 8, issued January 15, 1945.

Notice of Direction Concerning Deliveries of Bituminous Coal, Anthracite, Coke, and Other Solid Fuels by Retail Dealers and Tidewater Dock Operators to Consumers in Emergency Areas, issued January 25, 1945.

Notice of Direction to Retail Dealers in the State of Wisconsin and in the Upper Peninsula of Michigan, issued February 7, 1945.

The provisions of this order shall become effective April 1, 1945. This order does not affect any liability incurred under the regulations or directions enumerated above. All coal affected by this order remains subject to applicable regulations, orders and directions of SFAW.

(E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; sec. 2 (a), 54 Stat. 676, as amended by 55 Stat. 236, 56 Stat. 176 and 58 Stat. 827)

Issued this 30th day of March 1945.

C. J. POTTER,  
Deputy Solid Fuels  
Administrator for War.

[F. R. Doc. 45-5143; Filed, Mar. 30, 1945;  
11:46 a. m.]

[SFAW Reg. 29, Amdt. 1]

#### PART 602—GENERAL ORDERS AND DIRECTIVES

##### DISTRIBUTION BY PRODUCERS OR WHOLESALERS TO DOMESTIC CONSUMERS

SFAW Regulation No. 29 is amended in the following respects:

1. A new section, § 602.807, is added as follows:

§ 602.807 *Distribution by producers or wholesalers to domestic consumers.* A producer or wholesaler may distribute coke, briquettes or processed fuel to a domestic consumer in amounts limited to

what such consumer may receive from a retail dealer pursuant to the provisions of SFAW Regulation No. 26; *Provided, however*, That the restrictions of § 602.657 (c) of that regulation shall not apply to rail shipments to consumers whose normal annual requirements amount to only one railroad car and who customarily receive such solid fuel in a railroad carlot. Each producer or wholesaler who distributes coke, briquettes or processed fuel to a domestic consumer shall obtain from such consumer a Consumer Declaration upon the form prescribed by SFAW Regulation No. 26 and in accordance with the provisions thereof.

2. Existing §§ 602.807, 602.803, 602.809, 602.810, 602.811, 602.812, 602.813 and 602.814 are renumbered §§ 602.803, 602.809, 602.810, 602.811, 602.812, 602.813, 602.814 and 602.815, respectively.

This amendment shall become effective at 12:01 a. m. on April 1, 1945.

(E.O. 9332, 8 F.R. 5355; E.O. 9125, 7 F.R. 2719; WPB Directive No. 33, as amended, 9 F.R. 64; Sec. 2 (a) 54 Stat. 676, as amended by 55 Stat. 236, 56 Stat. 176 and 58 Stat. 827)

Issued this 29th day of March 1945.

C. J. POTTER,  
Deputy Solid Fuels  
Administrator for War.

[F. R. Doc. 45-5142; Filed, Mar. 30, 1945;  
11:46 a. m.]

#### PART 602—GENERAL ORDERS AND DIRECTIVES

##### DELIVERIES OF COKE TO EMPLOYEES OF COKE PRODUCERS

It appears that § 602.662 of SFAW Regulation No. 26 is being misconstrued by some coke producers.

Section 602.662 of SFAW Regulation No. 26 exempts deliveries to employees of producers of solid fuel living in the vicinity of the mining or colliery operations. It does not exempt deliveries by coke producers to their employees, whether the coke is produced in whole or in part from bituminous coal or is produced from petroleum.

Dated: March 29, 1945.

C. J. POTTER,  
Deputy Solid Fuels  
Administrator for War.

[F. R. Doc. 45-5144; Filed, Mar. 30, 1945;  
11:46 a. m.]

## TITLE 31—MONEY AND FINANCE:

### TREASURY

#### Chapter I—Monetary Offices, Department of the Treasury

##### APPENDIX B—PUBLIC CIRCULARS UNDER EXECUTIVE ORDER NO. 8389, APRIL 10, 1940, AS AMENDED, AND REGULATIONS ISSUED PURSUANT THERETO<sup>1</sup>

##### EXEMPTION FROM RULING; ITALY, BULGARIA AND RUMANIA

MARCH 30, 1945.

Amendment to Public Circular No. 25 under Executive Order No. 8389, as

<sup>1</sup> See Part 131.

amended, Executive Order No. 9193, sections 3 (a) and 5 (b) of the Trading with the Enemy Act, as amended by the First War Powers Act, 1941, relating to foreign funds control.

Public Circular No. 25 is hereby amended to read as follows:

(1) *Exemption from General Ruling No. 11 of certain communications with liberated Italy, Bulgaria and Rumania and certain acts and transactions.* There are hereby exempted from the provisions of General Ruling No. 11.

(a) Any communication of a financial, commercial, or business character with any person within any part of the territory of Italy, Bulgaria or Rumania controlled or occupied by the military, naval, or police forces or other authority of any of the United Nations;

(b) Any act or transaction involving any such communication;

(c) Any act or transaction for the benefit or on behalf of any such person.

(2) *Certain general licenses not applicable to Italy, Bulgaria and Rumania.* The provisions of General Licenses Nos. 32 and 33 shall not be deemed to authorize any remittances to any person within the territory of Italy Bulgaria or Rumania.

(Sec. 3 (a) 40 Stat. 412; sec. 5 (b) 40 Stat. 415 and 966; sec. 2, 48 Stat. 1, 54 Stat. 179; 55 Stat. 838; E.O. 8389, April 10, 1940, as amended by E.O. 8785, June 14, 1941, E.O. 8832, July 26, 1941, E.O. 8963, Dec. 9, 1941, and E.O. 8998, Dec. 26, 1941, E.O. 9193, July 6, 1942; Regulations, April 10, 1940, as amended June 14, 1941, and July 26, 1941)

HERBERT E. GASTON,

Acting Secretary of the Treasury.

[F. R. Doc. 45-5080; Filed, Mar. 30, 1945; 10:08 a. m.]

## TITLE 32—NATIONAL DEFENSE

### Chapter VI—Selective Service System

[No. 284]

#### AFFIDAVIT; OCCUPATIONAL CLASSIFICATION ORDER PRESCRIBING FORMS

Pursuant to authority contained in the Selective Training and Service Act of 1940, as amended, I hereby prescribe the following change in DSS Forms:

Revision of DSS Form 42 (Merchant Marine), now entitled "Affidavit—Occupational Classification (General)," which as revised will be designated as DSS Form 42 (General—Merchant Marine) and entitled "Affidavit—Occupational Classification (General—Merchant Marine)."<sup>1</sup> The supply of DSS Form 42 (Merchant Marine) on hand will be used until exhausted.

Revision of DSS Form 42 (Special) (Merchant Marine), now entitled "Affidavit—Occupational Classification (Special)," which as revised will be designated as DSS Form 42 (Special—Merchant Marine) and entitled "Affidavit—Occupational Classification (Special—Merchant Marine)."<sup>1</sup> The supply of DSS Form 42 (Special) (Merchant Marine) on hand will be used until exhausted.

Discontinuance of DSS Form 42 (Special), entitled "Affidavit—Occupational Classification

(Special)."<sup>1</sup> The unused supply of DSS Form 42 (Special) will be disposed of.

The foregoing changes in DSS Forms shall become a part of the Selective Service regulations effective within the continental United States immediately upon the filing hereof with the Division of the Federal Register and effective outside the continental limits of the United States on the 30th day after the date of filing hereof with the Division of the Federal Register.

LEWIS B. HERSHEY,  
Director

MARCH 23, 1945.

[F. R. Doc. 45-5087; Filed, Mar. 29, 1945; 3:41 p. m.]

### Chapter IX—War Production Board

**AUTHORITY:** Regulations in this chapter, unless otherwise noted at the end of documents affected, issued under sec. 2 (a), 54 Stat. 678, as amended by 55 Stat. 236 and 55 Stat. 177; E.O. 9024, 7 F.R. 329; E.O. 9040, 7 F.R. 527; E.O. 9125, 7 F.R. 2719; W.P.B. Reg. 1 as amended Dec. 31, 1943, 9 F.R. 64.

#### PART 1010—SUSPENSION ORDERS

[Suspension Order S-730]

##### UNITED LAMP REPAIR CO.

Irving Zapiler, doing business as United Lamp Repair Company, 1612 South Kedzie Avenue, Chicago, Illinois, is engaged in the manufacture and sale of portable lamps. Between October 4, 1943 and September 2, 1944, he produced or assembled at least 9,400 portable lamps on other than preferred orders. These actions were so grossly negligent as to constitute a wilful violation of Limitation Order L-33. He also failed to maintain accurate and complete records of his inventories of material, subject to orders and regulations of the War Production Board, and of the details of his transactions therein, as required by Priorities Regulation No. 1, which was the result of such gross negligence as to constitute wilfulness.

These violations of War Production Board orders and regulations have diverted critical materials to uses not authorized by the War Production Board and have hampered and impeded the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.730 *Suspension Order No. S-730.* (a) For a period of three months from the effective date of this order, unless hereafter specifically authorized in writing by the War Production Board, Irving Zapiler, individually or doing business as United Lamp Repair Company or otherwise, his successors or assigns, shall not obtain any material under the provisions of paragraph (d) (4) (iii) of CMP Regulation No. 4, nor apply or extend any preference ratings or use any CMP allotment symbols, regardless of the delivery date named in any purchase order to which such ratings may be applied or extended, or upon which CMP allotment symbols are used. The provisions of this paragraph do not apply to materials required for repairing portable lamps or parts thereof, or to materials required to fill preferred orders from de-

partments or agencies of the United States, bearing a preference rating of AA-1 or higher.

(b) Nothing contained in this order shall be deemed to relieve Irving Zapiler, individually, or doing business as United Lamp Repair Company or otherwise, his successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(c) This order shall take effect on March 30, 1945.

Issued this 23d day of March 1945.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 45-5147; Filed, Mar. 30, 1945; 11:44 a. m.]

#### PART 1010—SUSPENSION ORDERS

[Suspension Order S-742]

##### ATLANTIC BAG CO. AND JUTE PRODUCTS

Lawrence S. Nemo or Nemoytin, Bertram Nemoytin and Vera Nemoytin are partners doing business as Atlantic Bag Company and Jute Products at 45-51 Rose Street, New York City. The partnership has been in existence since January 30, 1940, engaged in the business of buying and selling burlap and of cutting and sewing it into bags. During January, 1944, the partnership willfully furnished false and misleading information to the War Production Board in order to obtain from and have assigned to it by the War Production Board a burlap quota to fill rated orders for burlap bags. During February, 1944, the partnership sold and delivered burlap without a preference rating being assigned, applied or extended to it, in wilful violation of Conservation Order M-47. The partnership also failed to keep accurate and complete records of its inventories of burlap and of the details of its transactions therein, in violation of Priorities Regulation No. 1.

These violations of orders and regulations of the War Production Board have diverted critical materials to uses not authorized by the War Production Board and have hampered and impeded the war effort of the United States. In view of the foregoing, it is hereby ordered, that:

§ 1010.742 *Suspension Order No. S-742.* (a) Lawrence S. Nemo or Nemoytin, Bertram Nemoytin and Vera Nemoytin, doing business as Atlantic Bag Company or as Jute Products or otherwise, shall not for a period of six months from the effective date of this order, unless otherwise specifically authorized in writing by the War Production Board, apply or extend any preference ratings, regardless of the delivery date named in any purchase order to which such ratings may be applied or extended.

(b) For a period of six months from the effective date of this order, unless otherwise specifically authorized in writing by the War Production Board, no allocation or allotments of burlap shall

<sup>1</sup> Filed as part of the original document.

be made to Lawrence S. Nemo or Nemoytin, Bertram Nemoytin or Vera Nemoytin, doing business as Atlantic Bag Company or as Jute Products or otherwise.

(c) The restrictions and prohibitions contained herein shall apply to Lawrence S. Nemo or Nemoytin, Bertram Nemoytin and Vera Nemoytin, doing business as Atlantic Bag Company or as Jute Products or otherwise, their successors or assigns, or persons acting on their behalf. Prohibitions against the taking of any action include the taking indirectly as well as directly of any such action.

(d) Nothing contained in this order shall be deemed to relieve Lawrence S. Nemo or Nemoytin, Bertram Nemoytin and Vera Nemoytin, doing business as Atlantic Bag Company or as Jute Products or otherwise, their successors or assigns, or any other person, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(e) This order shall take effect on March 30, 1945.

Issued this 23d day of March 1945.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 45-5148; Filed, Mar. 30, 1945;  
11:44 a. m.]

**PART 3175—REGULATIONS APPLICABLE TO THE CONTROLLED MATERIALS PLAN**  
[CMP Reg. 10, Direction 1]

**ROLLED OR FORGED STEEL ARMOR PLATE**

The following directions are issued pursuant to CMP Regulation 10:

The provision of CMP Regulation 10 requiring approval of certain orders for Class A products does not apply to purchase orders for rolled or forged steel armor plate, irrespective of form or shape.

Issued this 30th day of March 1945.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
Recording Secretary.

[F. R. Doc. 45-5145; Filed, Mar. 30, 1945;  
11:44 a. m.]

**PART 903—DELEGATION OF AUTHORITY**  
[Directive 27, as Amended Jan. 3, 1945, Amdt. 1]

**PRIORITIES ACTION BY THE FOREIGN ECONOMIC ADMINISTRATION**

Section 903.139 Directive 27, is amended in the following particular:

Paragraph (a) (1) (ii) is amended by placing a comma after the words "Form FEA-471" and by inserting thereafter the following: "Requisition for Defense Aid Articles (Forms 1, 1A, 1B or other amendments), or Form UNRRA, S-3,"

Issued this 26th day of March 1945.

S. W. ANDERSON,  
Program Vice Chairman.

[F. R. Doc. 45-5146; Filed, Mar. 30, 1945;  
11:44 a. m.]

**Chapter XI—Office of Price Administration**

**PART 1447—GLUE STOCK**

[MPR 563, Amdt. 2]

**WET GELATIN RAW STOCK**

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation No. 563 is amended in the following respects:

1. By adding the following paragraph at the end of section 2:

*Provided, however,* That if a producer (or any predecessor, parent, subsidiary or affiliate thereof) did not sell any wet gelatin raw stock as such in 1942 he shall not be subject to the prohibition contained in this section.

2. By adding the following paragraph at the end of section 6 (b) (1)

*Provided, however,* That only those producers subject to the prohibition contained in section 2 of this regulation need file the report called for above.

3. The following paragraph is added at the end of section 7:

If a buyer purchases through a broker or other agent acting for the buyer, the sum of the price paid by the buyer to the seller plus the commission fee or other charge paid by the buyer to his broker or other agent may not exceed the maximum prices established by this regulation.

This amendment shall become effective April 4, 1945.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 45-5122; Filed, Mar. 30, 1945;  
11:35 a. m.]

(10) Indiana.....	Indiana.....	That portion of the State of Indiana not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area, except the Counties of Gibson, Henry, Monroe, Porter, Posey, and Wayne.
(16) Maryland.....	Maryland.....	That portion of the State of Maryland not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area, except the Counties of Allegany, Calvert, Frederick, and St. Marys.
(23) Nebraska.....	Nebraska.....	That portion of the State of Nebraska not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area, except the Counties of Adams, Buffalo, Colby, Dakota, Fillmore, Jefferson, Lincoln, Phelps, Red Willow, Thayer, and York.
(30) North Dakota.....	North Dakota.....	The entire State of North Dakota, except the County of Ward.
(31) Ohio.....	Ohio.....	That portion of the State of Ohio not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area, except the Counties of Clinton, Fayette, and Licking.
(36) South Dakota.....	South Dakota.....	That portion of the State of South Dakota not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area, except the County of Codington.
(38) Texas.....	Texas.....	That portion of the State of Texas not designated prior to October 5, 1942 by the Price Administrator as part of any defense-rental area except the Counties of Bee, Brazos, Brewster, Collin, Collingsworth, Cottle, Denton, Gregg, Hall, Hardeman, Kerr, Smith, Uvalde, Val Verde, Webb, Wood, and that portion of the City of Willsboro in Franklin County and Justices' Precincts 1, 6, and 7 in the County of Caldwell.
(107) New Castle.....	Indiana.....	Henry.
(108) Cumberland.....	Maryland.....	Allegany.
(109) North Platte.....	Nebraska.....	Lincoln.
(110) Minot.....	North Dakota.....	Ward.
(111) Wilmington.....	Ohio.....	Clinton.
(112) Watertown.....	South Dakota.....	Codington.
(113) Memphis-Quannah.....	Texas.....	Collingsworth, Cottle, Hall, and Hardeman Counties, Texas.

\*9 F.R. 12645, 13849.

\*7 F.R. 9251, 10255; 8 F.R. 1630, 2670, 7766, 11382, 16918; 9 F.R. 3583, 4540, 7079, 9411.

\*9 F.R. 5823, 5915, 7329, 7431, 9265, 9513, 11540, 11793, 12866, 14061, 15053, 15156.

**PART 1347—PAPER, PAPER PRODUCTS, RAW MATERIALS FOR PAPER AND PAPER PRODUCTS, PRINTING AND PUBLISHING**

[RMPR 130, Amdt. 10]

**NEWSPRINT PAPER**

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Revised Maximum Price Regulation 130 is amended in the following respect:

Section 1347.283 (a) (2) is amended to read as follows:

(2) The maximum price for shipments to destinations in Zone 4, exclusive of conversion charges, super standard differential and merchants' mark-ups as set forth in paragraphs (b) (c) and (d) of this section respectively, shall be \$52.00, hereinafter referred to as the "base price."

This amendment shall become effective March 29, 1945.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4631)

Issued this 29th day of March 1945.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 45-5071; Filed, Mar. 29, 1945;  
4:11 p. m.]

**PART 1388—DEFENSE RENTAL AREAS**

[Designation and Rent Declaration 31, Amdt. 30]

**DESIGNATION OF CERTAIN AREAS AND RENT DECLARATION RELATING TO SUCH AREAS**

In § 1388.1341 of Designation and Rent Declaration 31, items 10, 16, 23, 30, 31, 36, and 38 are amended and items 157 to 163, inclusive, are added as follows:

This amendment shall become effective April 1, 1945.

NOTE: All reporting and record-keeping requirements of this amendment have been approved in accordance with the Federal Reports Act of 1942.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5070; Filed, Mar. 29, 1945;  
4:11 p. m.]

#### PART 1388—DEFENSE-RENTAL AREAS<sup>o</sup>

[Housing,<sup>1</sup> Incl. Amdts. 1-51]

##### HOUSING

This compilation of Rent Regulation for Housing includes Amendment 51, effective April 1, 1945. Items added by Amendment 51 are indicated by note.

§ 1388.1181 *Rent Regulation for Housing.* The Rent Regulation for Housing is annexed hereto and made a part hereof.

##### Sec.

1. Scope of this regulation.
  2. Prohibition against higher than maximum rents.
  3. Minimum services, furniture, furnishings and equipment.
  4. Maximum rents.
  5. Adjustments and other determinations.
  6. Removal of tenant.
  7. Registration.
  8. Inspection.
  9. Evasion.
  10. Enforcement.
  11. Procedure.
  12. Petitions for amendment.
  13. Definitions.
- Schedule A.

AUTHORITY: § 1388.1181 issued under 58 Stat. 23, 765; Pub. Law 383, 78th Cong.

SECTION 1. *Scope of this regulation—*(a) *Housing and defense-rental areas to which this regulation applies.* This regulation applies to all housing accommodations within each of the defense-rental areas and each of the portions of a defense-rental area (each of which is referred to hereinafter in this regulation as the "defense-rental area") which are listed in Schedule A of this regulation, except as provided in paragraph (b) of this section.

In Schedule A, "the maximum rent date" and "the effective date of regulation" is given for each defense-rental area listed. More than one effective date is given for different portions of a defense-rental area where the same effective date is not applicable to the entire defense-rental area. Wherever the words "the maximum rent date" or the words "the effective date of regulation" are referred to in this regulation, the dates given in Schedule A for the particular defense-rental area or portion of the defense-rental area in which the housing accommodations are located shall apply. The effective date listed in Schedule A in each instance is the date rent regulation was effective in the particular defense-rental area or portion of the defense-rental area.

<sup>1</sup> 9 F.R. 11335.

(b) *Housing to which this regulation does not apply.* This regulation does not apply to the following:

(1) *Farming tenants.* Housing accommodations situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(2) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

[Subparagraph (2) amended by Am. 48, 10 F.R. 2401, effective 3-1-45]

(3) *Rooms in hotels, rooming houses, etc.* Rooms or other housing accommodations within hotels or rooming houses, or housing accommodations which have been, with the consent of the Administrator, brought under the control of the Rent Regulation for Hotels and Rooming Houses pursuant to the provisions of that regulation.

(4) *Structures in which more than 25 rooms are rented or offered for rent.* Entire structures or premises wherein more than 25 rooms are rented or offered for rent by any lessee, sublessee or other tenant of such entire structure or premises: *Provided,* That this regulation does apply to entire structures or premises wherein 25 or less rooms are rented or offered for rent by any lessee, sublessee or other tenant of such entire structure or premises, whether or not used by the lessee, sublessee or other tenant as a hotel or rooming house: *And provided further,* That this regulation does apply to an underlying lease of any entire structure or premises which was entered into after the maximum rent date and prior to the effective date of regulation, while such lease remains in force with no power in the tenant to cancel or otherwise terminate the lease.

(5) *Rented to National Housing Agency.* Housing accommodations rented to the United States acting by the National Housing Agency: *Provided, however* That this regulation does apply to a sublease or other subrenting of such accommodations or any part thereof.

(6) *Resort housing—*(i) *Exemption.* Housing accommodations located in a resort community and customarily rented or occupied on a seasonal basis prior to October 1, 1944, which were not rented during any portion of the period beginning on November 1, 1943 and ending on February 29, 1944. The landlord shall file a report of such accommodations on the form provided therefor, between April 1, 1945 and May 31, 1945, inclusive.

This exemption shall be effective only from June 1, 1945 to September 30, 1945, inclusive.

(ii) *Exception from exemption.* The provisions of section 1 (b) (6) (i) shall not apply to housing accommodations in the Madison, Wisconsin Defense-Rental Area.

[Subparagraph (6) amended by Am. 17, 9 F.R. 2176, effective 2-24-44; and Am. 28,

9 F.R. 6569, effective 6-15-44; and Am. 40, 10 F.R. 1452, effective 2-3-45]

(c) *Effect of this regulation on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this regulation.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of this regulation is void. A tenant shall not be entitled by reason of this regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of regulation.

SEC. 2. *Prohibition against higher than maximum rents—*(a) *General prohibition.* Regardless of any contract, agreement, lease, or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for or in connection with the use or occupancy on and after the effective date of regulation of any housing accommodations within the Defense-Rental Area higher than the maximum rents provided by this regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this regulation may be demanded or received.

[Paragraph (a) amended by Am. 33, 9 F.R. 10633, effective 9-1-44]

(b) *Exception in case of conversion of fuel oil heating units.* Notwithstanding any other provision of this regulation, where housing accommodations are heated with fuel oil the landlord of such accommodations may as hereinafter provided enter into an agreement with the tenant providing for payment by the tenant of part or all of the cost of changing the heating unit to use some fuel other than oil or of installing a new heating unit using some fuel other than oil. Prior to making such agreement the landlord shall in writing report the terms of the proposed agreement to the area rent office. The landlord may enter into the agreement either upon its approval by the Administrator or, unless the Administrator has disapproved the proposed agreement within five days after the filing of such report upon the expiration of such 5-day period.

(c) *Lease with option to buy.* Where a lease of housing accommodations was entered into prior to the effective date of regulation (or prior to October 20, 1942, where the effective date of regulation is prior to that date) and the tenant as a part of such lease or in connection therewith was granted an option to buy the housing accommodations which were the subject of the lease, with the further provision that some or all of the payments made under the lease should be credited toward the purchase price in the event such option is exercised, the landlord, notwithstanding any other provision of this regulation may be authorized to receive payment made by the tenant in accordance with the provisions of such lease and in excess of the maximum rent for such housing accommodations. Such authority may be secured only by a written request of the tenant to the area rent office and shall be granted

by order of the Administrator if he finds that such payments in excess of the maximum rent will not be inconsistent with the purposes of the Act or this regulation and would not be likely to result in the circumvention or evasion thereof. After entry of such order the landlord shall be authorized to demand, receive and retain payments provided by the lease in excess of the maximum rent for periods commencing on or after the effective date of regulation. After entry of such order, the provisions of the lease may be enforced in accordance with law, notwithstanding any other provision of this regulation: *Provided, however* That if at the termination of the lease the tenant shall not exercise the option to buy, the landlord may thereafter remove or evict the tenant only in accordance with the provisions of section 6 of this regulation. Nothing in this paragraph shall be construed to authorize the landlord to demand or receive payments in excess of the maximum rent in the absence of an order of the Administrator as herein provided. Where a lease of housing accommodations has been entered into on or after the effective date of regulation (or on or after October 20, 1942 where the effective date of regulation is prior to that date) and the tenant as a part of such lease or in connection therewith has been granted an option to buy the housing accommodations which are the subject of the lease, the landlord, prior to the exercise by the tenant of the option to buy, shall not demand or receive payments in excess of the maximum rent, whether or not such lease allocates some portion or portions of the periodic payments therein provided as payments on or for the option to buy.

(d) *Security deposits*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person on or after September 1, 1944 shall demand or receive a security deposit for or in connection with the use or occupancy of housing accommodations within the Defense-Rental Area or retain any security deposit received prior to or on or after September 1, 1944 except as provided in this paragraph (d). The term "security deposit," in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month.

(2) *Maximum rent established under section 4 (a) or (b)* Where the maximum rent of the housing accommodations is or initially was established under section 4 (a) or (b) no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent established under section 4 (a) or (b).

(3) *Maximum rent established under section 4 (c) or (d)* Where the maximum rent of the housing accommodations is or initially was established under

section 4 (c) or (d) no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter issued with reference to such security deposit. Where such lease or other rental agreement provided for a security deposit, the Administrator at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(4) *Maximum rent established under section 4 (e) or (f)* Where the maximum rent of the housing accommodations is or initially was established under section 4 (e) or (f), no security deposit shall be demanded or received.

(5) *Maximum rent established under section 4 (f)* Where the maximum rent of the housing accommodations is or initially was established under section 4 (f) no security deposit shall be demanded, received, or retained.

(6) *Maximum rent established under section 4 (g) or (h)* Where the maximum rent of the housing accommodations is or initially was established under section 4 (g) or (h) no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(7) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (d), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Administrator may enter an order authorizing a security deposit, not in excess of ten dollars, to secure the return of the movable articles specified in the order.

[Paragraph (d) added by Am. 33, 9 F.R. 10633, effective 9-1-44 and amended by Am. 37, 9 F.R. 12414, effective 10-12-44]

**SEC. 3. Minimum services, furniture, furnishing and equipment.** Except as set forth in section 5 (b) every landlord shall, as a minimum, provide with housing accommodations the same essential services, furniture, furnishings, and equipment as those provided on the date determining the maximum rent, and as to other services, furniture, furnishings and equipment not substantially less than those provided on such date: *Provided, however*, That where fuel oil is used to supply heat or hot water for housing accommodations, and the landlord provided heat or hot water on the date determining the maximum rent, the heat and hot water which the landlord is required to supply shall not be in excess of the amount which he can sup-

ply under any statute, regulation or order of the United States or any agency thereof which rations or limits the use of fuel oil.

**SEC. 4. Maximum rents.** Maximum rents (unless and until changed by the Administrator as provided in section 5) shall be:

(a) *Rented on maximum rent date.* For housing accommodations rented on the maximum rent date, the rent for such accommodations on that date.

(b) *Not rented on maximum rent date but rented during two months ending on that date.* For housing accommodations not rented on the maximum rent date, but rented at any time during the two months ending on that date, the last rent for such accommodations during the two-month period.

(c) *First rent after the maximum rent date but before effective date.* For housing accommodations not rented on the maximum rent date nor during the two months ending on that date, but rented prior to the effective date of regulation, the first rent for such accommodations after the maximum rent date. The Administrator may order a decrease in the maximum rent as provided in section 5 (c).

(d) *Constructed or changed before effective date.* For (1) newly constructed housing accommodations without priority rating first rented after the maximum rent date and before the effective date of regulation, or (2) housing accommodations changed between those dates so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations changed between those dates from unfurnished to fully furnished, or from fully furnished to unfurnished, or (4) housing accommodations substantially changed between those dates by a major capital improvement as distinguished from ordinary repair, replacement and maintenance, the first rent for such accommodations after such construction or change: *Provided, however*, That, where such first rent was fixed by a lease which was in force at the time of a major capital improvement, the maximum rent shall be the first rent after termination of such lease. The Administrator may order a decrease in the maximum rent as provided in section 5 (c).

(e) *First rent after effective date.* For (1) newly constructed housing accommodations without priority rating first rented on or after the effective date of regulation, or (2) housing accommodations changed on or after such effective date so as to result in an increase or decrease of the number of dwelling units in such housing accommodations, or (3) housing accommodations not rented at any time during the two months ending on the maximum rent date nor between that date and the effective date, the first rent for such accommodations after the change or the effective date, as the case may be, but in no event more than the maximum rent provided for such accommodations by any order of the Administrator issued prior to September 22, 1942. Within 30 days after so renting the landlord shall register the accommodations



as provided in section 7. The Administrator may order a decrease in the maximum rent as provided in section 5 (c).

If the landlord fails to file a proper registration statement within the time specified (except where a registration statement was filed prior to October 1, 1943) the rent received for any rental period commencing on or after the date of the first renting on October 1, 1943, whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under section 5 (c) (1). Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order. If the Administrator finds that the landlord was not at fault in failing to file a proper registration statement within the time specified, the order under section 5 (c) (1) may relieve the landlord of the duty to refund. Where a proper registration statement was filed before March 1, 1945, the landlord shall have the duty to refund only if the order under section 5 (c) (1) is issued in a proceeding commenced by the Administrator before September 1, 1945. Where a proper registration statement is filed on or after March 1, 1945, the landlord shall have the duty to refund only if the order under section 5 (c) (1) is issued in a proceeding commenced by the Administrator within three months after the date of filing of such registration statement. The foregoing provisions and any refund thereunder do not affect any civil or criminal liability provided by the Act for failure to file the registration statement required by section 7.

[Above paragraph added by Am. 9, 8 F.R. 13390, effective 10-1-43; amended by Am. 34, 9 F.R. 11335, effective 9-13-44; and Am. 48, 10 F.R. 2401, effective 3-1-45]

(f) *Priority-constructed housing.* For housing accommodations newly constructed with priority rating from the United States or any agency thereof for which the rent is approved by the United States or any agency thereof prior to the maximum rent date or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, the rent so approved, but in no event more than the rent on the maximum rent date, or, if the accommodations were not rented on that date, more than the first rent after that date: *Provided, however* That if, prior to the maximum rent date or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, the landlord made a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of construction, and a higher rent is approved by such agency on or after March 29, 1944, because of such increased costs of construction, the maximum rent on and after the date of such approval shall be the rent so approved.

The provisions of this paragraph (f) shall apply to the approval of rents for such housing accommodations by the United States or any agency thereof in connection with the grant of an application for priority rating filed on any

of the application forms of the Office of Production Management or the War Production Board, including the September 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941.

The provisions of this paragraph (f) shall not apply to housing accommodations resulting from the alteration or remodeling of an existing structure.

[Paragraph (f) amended by Am. 20, 9 F.R. 3422, effective 3-29-44; and Am. 21, 9 F.R. 4028, effective 4-15-44]

(g) *Housing owned and constructed by the government.* For housing accommodations constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date, as determined by the owner of such accommodations: *Provided, however* That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in section 5 (c).

(h) *Housing subject to rent schedule of War or Navy Department.* For housing accommodations rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department, the rents established by such rent schedule.

[Paragraph (h) amended by Am. 8, 8 F.R. 12795, effective 9-20-43]

(i) *Rent established under former section 5 (e)* For housing accommodations with a maximum rent established, prior to March 1, 1943, under the first paragraph of section 5 (e) as that paragraph appeared in Maximum Rent Regulations issued prior to such date,<sup>2</sup> the rent on March 1, 1943, or, if the accommodations were not rented on that date, the last rent prior thereto, but in no event more than the maximum rent established under such first paragraph of section 5 (e). The Administrator may order a decrease in the maximum rent as provided in section 5 (c) (8).

(j) *Changed on or after July 1, 1943 or the effective date of regulation, whichever is the later from unfurnished to furnished.* For housing accommodations changed on or after July 1, 1943 or the effective date of regulation, whichever is the later, from unfurnished to

<sup>2</sup> The first paragraph of section 5 (e) reads as follows: "Where, at the expiration or other termination of an underlying lease or other rental agreement, housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the landlord may rent the entire premises for use by similar occupancy for a rent not in excess of the aggregate maximum rents of the separate dwelling units, or may rent the separate dwelling units for rents not in excess of the maximum rents applicable to such units."

fully furnished, the first rent for such accommodations after such change. The Administrator may order a decrease in the maximum rent as provided in section 5 (c) (1).

Within 30 days after the accommodations are first rented fully furnished, the landlord shall register the accommodations as provided in section 7. If the landlord fails to file a proper registration statement within the time specified, the rent received from the time of such first renting shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by an order under section 5 (c) (1). Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order. If the Administrator finds that the landlord was not at fault in failing to file a proper registration statement within the time specified, the order under section 5 (c) (1) may relieve the landlord of the duty to refund. Where a proper registration statement was filed before March 1, 1945, the landlord shall have the duty to refund only if the order under section 5 (c) (1) is issued in a proceeding commenced by the Administrator before September 1, 1945. Where a proper registration statement is filed on or after March 1, 1945, the landlord shall have the duty to refund only if the order under section 5 (c) (1) is issued in a proceeding commenced by the Administrator within three months after the date of filing of such registration statement. The foregoing provisions and any refund thereunder do not affect any civil or criminal liability provided by the Act for failure to file the registration statement required by section 7.

[Paragraph (j) added by Am. 2, 8 F.R. 9020, effective 7-1-43; amended by Am. 34, 9 F.R. 11335, effective 9-13-44; and Am. 48, 10 F.R. 2401, effective 3-1-45]

(k) *Housing in the Malvern, Arkansas Defense-Rental Area.* For housing accommodations in the Malvern, Arkansas Defense-Rental Area for which the maximum rent was changed or established by order of the Administrator between October 1, 1942 and November 30, 1943, inclusive, the rent provided by such order. Any order issued by the Administrator for housing accommodations in the Malvern, Arkansas Defense-Rental Area between October 1, 1942 and November 30, 1943, inclusive, which was in effect on the latter date shall be effective under this regulation.

[Paragraph (k) added by Am. 43, 10 F.R. 48, effective 1-1-45; corrected 10 F.R. 655, effective 1-16-45]

Sec. 5. *Adjustments and other determinations.* In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required.

In those cases involving a major capital improvement, an increase or decrease in the furniture, furnishings or equipment, an increase or decrease of services, an increase or decrease in the number of subtenants or other occupants, or a deterioration, the adjustment in the maximum rent shall be the amount the Ad-

ministrator finds would have been on the maximum rent date, the difference in the rental value of the housing accommodations by reason of such change: *Provided, however* That no adjustment shall be ordered where it appears that the rent on the date determining the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases except those under paragraphs (a) (7) (a) (12) (a) (13) (c) (6) and (c) (9) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date: *Provided*, That in cases under paragraph (c) (8) of this section due consideration shall be given to any increased occupancy of the accommodations since that date by subtenants or other persons occupying under a rental agreement with the tenant.

[Above paragraph amended by Am. 32, 9 F.R. 10188, effective 9-1-44; and Am. 34, 9 F.R. 11335, effective 9-13-44]

In cases involving construction, due consideration shall be given to general increases in costs of construction, if any, in the defense-rental area since the maximum rent date.

In cases under paragraphs (a) (7) and (c) (6) of this section the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the defense-rental area for comparable housing accommodations during the year ending on the maximum rent date.

[Above paragraphs amended by Am. 20, 9 F.R. 3422, effective 3-29-44]

In cases under paragraph (a) (12) of this section, the adjustment in the maximum rent shall be in the amount the Administrator finds necessary to relieve the substantial hardship: *Provided*, That the adjustment shall not result in a maximum rent higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

In cases under paragraph (c) (9) of this section, the adjustment in the maximum rent shall be in the amount the Administrator finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section: *Provided*, That no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (12) of this section.

[Above paragraphs added by Am. 32, 9 F.R. 10188, effective 9-1-44]

In cases under paragraph (a) (13) of this section the adjustment shall be in the amount of the difference between the rent on the date determining the maximum rent and the rent agreed upon by the landlord and tenant as a result of a continuous process of bargaining on interrelated matters.

[Above paragraph added by Am. 34, 9 F.R. 11335, effective 9-13-44]

(a) *Grounds for increase of maximum rent.* Any landlord may file a petition for adjustment to increase the maxi-

mum rent otherwise allowable, only on the grounds that:

(1) *Major capital improvement after effective date.* There has been on or after the effective date of regulation a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the housing accommodations by a major capital improvement as distinguished from ordinary repair, replacement and maintenance or a substantial increase in the services, furniture, furnishings or equipment, and the rent on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

[Subparagraph (2) amended by Am. 34, 9 F.R. 11335, effective 9-13-44]

(3) *Substantial increase in services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings or equipment provided with the housing accommodations since the date or order determining its maximum rent. No increase in the maximum rent shall be ordered on the ground set forth in this paragraph (a) (3) unless the increase in services, furniture, furnishings or equipment occurred with the consent of the tenant or while the accommodations were vacant: *Provided*, That an adjustment may be ordered, although the tenant refuses to consent to the increase in services, furniture, furnishings or equipment, if the Administrator finds that such increase (i) is reasonably required for the operation of a multiple dwelling structure or other structure of which the accommodations are a part or (ii) is necessary for the preservation or maintenance of the accommodations.

(4) *Special relationship between landlord and tenant.* The rent on the date determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date: *Provided*, That no adjustment under this subparagraph increasing the maximum rent shall be made effective with respect to any accommodations regularly rented to employees of the landlord while the accommodations are rented to an employee, and no petition for such an adjustment will be entertained until the accommodations have been or are about to be rented to one other than an employee.

(5) *Lease for term commencing one year or more before maximum rent date.* There was in force on the maximum rent date, a written lease, for a term commencing on or prior to the date one year before the maximum rent date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum

rent date; or the housing accommodations were not rented on the maximum rent date, but were rented during the two months ending on that date and the last rent for such accommodations during that two-month period was fixed by a written lease, for a term commencing on or prior to the date one year before the maximum rent date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(6) *Varying rents.* The rent on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal rents.* The rent on the date determining the maximum rent was substantially lower than at other times of year by reason of seasonal demand, or seasonal variations in the rent, for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(8) *Substantial increase in occupancy.* There has been, since the maximum rent date, either (i) a substantial increase in the number of subtenants or other persons occupying the accommodations or a part thereof under a rental agreement with the tenant, or (ii) a substantial increase in the number of occupants, in excess of normal occupancy for that class of accommodations on the maximum rent date, or (iii) an increase in the number of occupants over the number contemplated by the rental agreement on the date determining the maximum rent, where the landlord on that date had a regular and definite practice of fixing different rents for the accommodations for different numbers of occupants.

(9) On the date determining the maximum rent the housing accommodations were temporarily exempt from real estate taxes, the landlord was passing the benefit of this tax exemption on to the tenant, and as a result the rent on that date was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

[Subparagraph (9) added by Am. 6, 8 F.R. 12660, effective 9-15-43]

(10) *Priority rating granted on September 1941 application form of Office of Production Management.* The maximum rent for the housing accommodations is established under section 4 (f) the application for priority rating for the construction of the housing accommodations was filed on the September 1941 form in use by the Office of Production Management prior to the revision of this form on December 15, 1941, the landlord did not make, prior to the maximum rent date or, if the accommodations were not rented on that date, prior to the first renting of the accommodations after that date, a written request to the appropriate agency of the United States to approve a higher rent than the rent initially approved because of increased costs of con-

struction, and the maximum rent for the accommodations is substantially lower than the rent generally prevailing in the defense-rental area for comparable accommodations on the maximum rent date, giving due consideration to general increases in costs of construction, if any, in the defense-rental area since the maximum rent date.

This paragraph (a) (10) shall apply only to housing accommodations which were first rented prior to March 29, 1944.

[Subparagraph (10) added by Am. 20, 9 F.R. 3422, effective 3-29-44; and amended by Am. 21, 9 F.R. 4028, effective 4-15-44]

(11) *Peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

[Subparagraph (11) added by Am. 29, 9 F.R. 8054, effective 7-17-44]

(12) *Substantial hardship from increase in property taxes or operating costs.* Substantial hardship has resulted from a substantial decrease in the net income (before interest) of the property for the current year as compared with a representative period prior to the maximum rent date, due to a substantial and unavoidable increase in property taxes or operating costs.

For the purposes of this paragraph (a) (12) the term:

(i) "Net income (before interest)" means the amount determined by subtracting unavoidable property taxes and operating costs actually paid or accrued from total income earned.

(ii) "Property taxes and operating costs" includes all expenses necessary to the operation and maintenance of the property actually paid or accrued and properly allocated, including depreciation but excluding interest.

(iii) "Property" includes one or more structures operated as a single unit or enterprise.

(iv) "Total income earned" includes rental and other income earned from the property and the rental value of housing accommodations in the property occupied without the full payment of rent.

(v) "Current year" means the most recent calendar or fiscal year used by the landlord or the twelve calendar months immediately prior to the filing of the petition for adjustment; *Provided*, That it shall begin on or after the maximum rent date: *And provided, further* That it shall be the twelve calendar months immediately prior to the filing of the petition where the most recent calendar or fiscal year would begin prior to the effective date of regulation.

[Subparagraph (12) added by Am. 32, 9 F.R. 10188, effective 9-1-44; amended by Am. 48, 10 F.R. 2401, effective 3-1-45]

(13) *Rented to an employee of landlord.* The housing accommodations were rented to an employee of the landlord both on the date determining the maximum rent and at the time the order under this paragraph (a) (13) is issued, and after the date determining the maximum rent but prior to the effective date

of regulation the landlord and tenant agreed, as the result of a continuous process of bargaining on interrelated matters, upon a wage increase and a rent increase, and the wage increase agreed upon has been put into effect.

[Subparagraph (13) added by Am. 34, 9 F.R. 11335, effective 9-13-44]

(b) *Decreases in minimum services, furniture, furnishings and equipment—*

(1) *Decreases prior to effective date.* If, on the effective date of regulation, the services provided for housing accommodations are less than the minimum services required by section 3, the landlord shall either restore and maintain such minimum services or, within 30 days (or, for housing accommodations within the Los Angeles Defense-Rental Area, within 60 days) after such effective date, file a petition requesting approval of the decreased services. If, on such effective date (or on December 1, 1942 where the effective date of regulation is prior to that date) the furniture, furnishings or equipment provided with housing accommodations are less than the minimum required by section 3, the landlord shall, within 30 days after such date, file a written report showing the decrease in furniture, furnishings or equipment.

(2) *Decreases after effective date.* Except as above provided, the landlord shall, until the accommodations become vacant, maintain the minimum services, furniture, furnishings, and equipment unless and until he has filed a petition to decrease the services, furniture, furnishings, or equipment and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, furniture, furnishings, or equipment he shall file a petition within 10 days after the change occurs. When the accommodations become vacant the landlord may, on renting to a new tenant, decrease the services, furniture, furnishings, or equipment below the minimum; within 10 days after so renting the landlord shall file a written report showing such decrease.

(3) *Adjustment in maximum rent for decreases.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of section 5 (c) (3).

If the landlord fails to file the petition or report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, or equipment, without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or the effective date of regulation (or December 1, 1942 where the effective date of regulation is prior to that date) whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by any order decreasing the maximum rent on account of such decrease in services, furniture, furnishings, or equipment. Such amount shall be refunded

to the tenant within 30 days after the date of issuance of the order. If the Administrator finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund. The foregoing provisions and any refund thereunder do not affect any civil or criminal liability provided by the Act for failure to comply with any requirement of this paragraph (b).

[Subparagraph (3) amended by Am. 40, 10 F.R. 2401, effective 3-1-45]

(c) *Grounds for decrease of maximum rent.* The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable only on the grounds that:

(1) *Rent higher than rents generally prevailing.* The maximum rent for housing accommodations under paragraph (c) (d), (e), (g), or (j) of section 4 is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

[Subparagraph (1) amended by Am. 2, 8 F.R. 9020, effective 7-1-43]

(2) *Substantial deterioration.* There has been a substantial deterioration of the housing accommodations other than ordinary wear and tear since the date or order determining its maximum rent.

(3) *Decrease in services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by section 3 since the date or order determining the maximum rent.

(4) *Special relationship between landlord and tenant or peculiar circumstances.* The rent on the date determining the maximum rent was materially affected by the blood, personal, or other special relationship between the landlord and the tenant, or by peculiar circumstances, and as a result was substantially higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

[Subparagraph (4) amended by Am. 29, 9 F.R. 8054, effective 7-17-44]

(5) *Varying rents.* The rents on the date determining the maximum rent was established by a lease or other rental agreement which provided for a substantially lower rent at other periods during the term of such lease or agreement.

(6) *Seasonal rent.* The rent on the date determining the maximum rent was substantially higher than at other times of year by reason of seasonal demand, or seasonal variations in the rent, for such housing accommodations. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(7) *Substantial decrease in occupancy.* There has been a substantial decrease in the number of subtenants or other occupants since an order under paragraph (a) (8) or (c) (8) of this section.

(8) *Rent established under section 4 (i).* The maximum rent is established under section 4 (i) and is higher than the rent generally prevailing in the de-

fense-rental area for comparable housing accommodations on the maximum rent date, taking into consideration any increased occupancy of such accommodations since that date by subtenants or other persons occupying under a rental agreement with the tenant: *Provided*, That no decrease shall be ordered below the rent on the maximum rent date.

(9) *Modification or elimination of necessity for increase under section 5 (a) (12)*. There has been a modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (12) of this section, since the order issued under that paragraph.

[Subparagraph (9) added by Am. 32, 9 F.R. 10188, effective 9-1-44]

(d) *Orders where facts are in dispute, in doubt, or not known*. If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

(e) *Sale of underlying lease or other rental agreement*. Where housing accommodations or a predominant part thereof are occupied by one or more subtenants or other persons occupying under a rental agreement with the tenant, the tenant may petition the Administrator for leave to exercise any right he would have except for this regulation to sell his underlying lease or other rental agreement. The Administrator may grant such petition if he finds that the sale will not result, and that sales of such character would not be likely to result, in the circumvention or evasion of the Act or this regulation. He may require that the sale be made on such terms as he deems necessary to prevent such circumvention or evasion.

(f) *Interim orders*. Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) or (d) of this section, or a proceeding is initiated by the Administrator under paragraph (d) the Administrator may enter an interim order increasing or fixing the maximum rent until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by

deduction from the next installment of rent, or both.

[Paragraph (f) amended by Am. 12, 8 F.R. 16032, effective 11-25-43]

(g) *Adjustments in case of options to buy*. No adjustment in the maximum rent shall be ordered on the ground that the landlord, since the date or order determining the maximum rent, has, as a part of or in connection with a lease of housing accommodations, granted the tenant an option to buy the accommodations which are the subject of the lease. Where a lease of housing accommodations was in force on the date determining the maximum rent, and the landlord had on that date, as a part of or in connection with such lease, granted the tenant an option to buy the accommodations which are the subject of the lease, the Administrator may, on or after the termination of such lease, on his own initiative or on application of the tenant, enter an order fixing the maximum rent on the basis of the rents which the Administrator finds were generally prevailing in the defense-rental area for comparable housing accommodations not subject to an option to buy on the maximum rent date.

SEC. 6. *Removal of tenant*—(a) *Restrictions on removal of tenant*. So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant shall be removed from any housing accommodations, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated, and regardless of any contract, lease, agreement or obligation heretofore or hereafter entered into which provides for entry of judgment upon the tenant's confession for breach of the covenants thereof or which otherwise provides contrary hereto, unless:

(1) *Tenant's refusal to renew lease*. The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year, for a rent not in excess of the maximum rent, but otherwise on the same terms and conditions as the previous lease or agreement, except insofar as such terms and conditions are inconsistent with this regulation; or

[Subparagraph (1) amended by Am. 48, 10 F.R. 2401, effective 3-1-45]

(2) *Tenant's refusal of access to landlord*. The tenant has unreasonably refused the landlord access to the housing accommodations for the purpose of inspection or of showing the accommodations to a prospective purchaser, mortgagee, or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however*, That such refusal shall not be ground for removal or eviction if such inspection or showing of the accommodations is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) *Violating obligation of tenancy or committing nuisance*. The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure, such violation after written notice by the landlord that the violation cease, or (ii) is committing or permitting a nuisance or is using or permitting a use of the housing accommodations for an immoral or illegal purpose; or

(4) *Subtenants on expiration of tenant's lease*. The tenant's lease or other rental agreement has expired or otherwise terminated, and at the time of termination the occupants of the housing accommodations are subtenants or other persons who occupied under a rental agreement with the tenant, and no part of the accommodations is used by the tenant as his own dwelling; or

(5) *Demolition or alteration by landlord*. The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the housing accommodations or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law; or

(6) *Occupancy by landlord*. The landlord owned, or acquired an enforceable right to buy or the right to possession of, the housing accommodations prior to the effective date of regulation (or prior to October 20, 1942 where the effective date of regulation is prior to that date, or prior to November 6, 1942 for housing accommodations within the Hastings Defense-Rental Area) and seeks in good faith to recover possession of such accommodations for immediate use and occupancy as a dwelling for himself. If a tenant has been removed or evicted under this paragraph (a) (6) from housing accommodations, the landlord shall file a written report on a form provided therefor before renting the accommodations or any part thereof during a period of six months after such removal or eviction.

(b) *Administrator's certificate*—(1) *Removals not inconsistent with act or regulation*. No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this regulation and would not be likely to result in the circumvention or evasion thereof.

(2) *Occupancy by purchaser*. A certificate shall be issued authorizing the pursuit of local remedies to remove or evict a tenant of the vendor, for occupancy by a purchaser who has acquired his rights in the housing accommodations on or after the effective date of regulation (or on or after October 20, 1942 where the effective date of regulation is prior to that date, or on or after November 6, 1942 for housing accommodations within the Hastings Defense-



Rental Area), only as provided in this paragraph (b) (2)

(i) Where the Administrator finds that the payment or payments of principal made by the purchaser aggregate twenty per cent or more of the purchase price, he shall, on petition of either the vendor or purchaser, issue a certificate authorizing the vendor or purchaser to pursue his remedies for removal or eviction of the tenant in accordance with the requirements of the local law. Except as hereinafter provided, the certificate shall authorize pursuit of local remedies at the expiration of three months after the date of filing of the petition.

The payment or payments of principal may be made by the purchaser conditionally or in escrow to the end that they shall be returned to the purchaser in the event the Administrator denies a petition for a certificate.

Any payments of principal made from funds borrowed for the purpose of making such payments shall be excluded in determining whether twenty per cent of the purchase price has been paid, unless the Administrator finds that the inclusion of such payments is consistent with the purposes of this paragraph (b) (2) and would not be likely to result in the circumvention or evasion thereof.

[Above paragraph amended by Am. 48, 10 F.R. 2401, effective 3-1-45]

Where property other than the housing accommodations which are the subject of the purchase is mortgaged or pledged to the vendor to secure any unpaid balance of the purchase price, the payment requirement shall be deemed satisfied if the value of such security, plus any payments of principal made from funds not borrowed for the purpose of making such principal payments, equal twenty per cent or more of the purchase price.

(ii) Where the Administrator finds (a) that equivalent accommodations are available for rent into which the tenant can move without substantial hardship or loss, or (b) that the vendor has or had a substantial necessity requiring the sale and that a reasonable sale or disposition of the accommodations could not be made without the removal or eviction of the tenant, or (c) that other special hardship would result, a certificate may be issued although less than twenty per cent of the purchase price has been paid and may authorize the vendor or purchaser to pursue his remedies for removal or eviction of the tenant at a time less than three months after the date of filing of the petition.

[Subparagraph (2) amended by Am. 7, 8 F.R. 12693, effective 9-16-43; and Am. 25, 9 F.R. 6359, effective 6-9-44]

(iii) The payment of twenty per cent or more of the purchase price shall not be a condition to the issuance of a certificate under this paragraph (b) (2) where the purchaser has obtained a loan to be used in purchasing the housing accommodations which is guaranteed in whole or in part by the Administrator of Veterans' Affairs pursuant to the provisions

of Title III of the Servicemen's Readjustment Act of 1944.

[Subparagraph (iii) added by Am. 41, 9 F.R. 14987, effective 12-27-44]

(3) *Occupancy by purchaser of stock in a cooperative.* (i) This paragraph (b) (3) applies to the issuance of a certificate for occupancy of housing accommodations in a structure or premises owned or leased by a cooperative corporation or association (hereinafter called "cooperative") by a purchaser of stock or other evidence of interest (hereinafter called "stock") in such cooperative who is entitled by reason of ownership of such stock to a proprietary lease of such housing accommodations. It applies only to the issuance of a certificate authorizing the pursuit of local remedies to remove or evict one who was a tenant of the housing accommodations at the time of such purchase.

(ii) Where the cooperative was organized as such or acquired its title or leasehold interest in the structure or premises on or after February 17, 1945, or the effective date of regulation, whichever is the later, or where the purchased stock originally was issued on or after that date, no certificate shall be issued, unless on such date the cooperative was in the process of organization and the Administrator finds that substantial hardship would result from the failure to issue a certificate, or unless, at the time of issuance of the certificate, stock in the cooperative has been purchased by persons who are then tenants of at least 80% of the dwelling units in the structure or premises and are entitled by reason of stock ownership to proprietary leases of dwelling units in the structure or premises.

(iii) Where the cooperative was organized and acquired its title or leasehold interest in the structure or premises before February 17, 1945, or the effective date of regulation, whichever is the later, and on that date stock in the cooperative allocated to more than 50% of the dwelling units in the structure or premises was held by the cooperative, or by another person owning more shares than those allocated to a single dwelling unit, or both, no certificate shall be issued for occupancy by a purchaser of stock so held or owned on such date, unless, at the time of issuance of the certificate, stock in the cooperative is owned or has been purchased by persons who are then tenants of at least 80% of the dwelling units in the structure or premises and are entitled by reason of stock ownership to proprietary leases of dwelling units in the structure or premises.

(iv) In all other cases, including those excepted from paragraph (b) (3) (ii) and (iii), the issuance of a certificate shall be pursuant to paragraph (b) (2)

[Subparagraph (3) added by Am. 47, 10 F.R. 1973, effective 2-17-45]

(c) *Exceptions from section 6—(1) Subtenants.* The provisions of this section do not apply to a subtenant or other person who occupied under a rental agreement with the tenant, where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the

local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(2) *Housing subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

(3) *One or two occupants in landlord's residence.* The provisions of this section shall not apply to an occupant of a furnished room or rooms not constituting an apartment, located within the residence occupied by the landlord or his immediate family, where such landlord rents to not more than two occupants within such residence.

(4) *Renting to family in landlord's residence.* The provisions of this section shall not apply to a family which on or after August 1, 1943 moves into a furnished room or rooms not constituting an apartment located within the residence occupied by the landlord or his immediate family, where such landlord does not rent to any persons within such residence other than those in the one family.

[Subparagraph (4) added by Am. 3, 8 F.R. 10618, effective 8-1-43]

(d) *Notices required—(1) Notices prior to action to remove tenant.* Every notice to a tenant to vacate or surrender possession of housing accommodations shall state the ground under this section upon which the landlord relies for removal or eviction of the tenant. A written copy of such notice shall be given to the area rent office within 24 hours after the notice is given to the tenant.

No tenant shall be removed or evicted from housing accommodations by court process or otherwise, unless at least ten days (or, where the ground for removal or eviction is non-payment of rent, the period required by the local law for notice prior to the commencement of an action for removal or eviction in such cases, but in no event less than three days) prior to the time specified for surrender of possession and to the commencement of any action for removal or eviction, the landlord has given written notices of the proposed removal or eviction to the tenant and to the area rent office, stating the ground under this section upon which such removal or eviction is sought and specifying the time when the tenant is required to surrender possession: *Provided, however,* That the requirement of this sentence shall not apply to housing accommodations within the City of Baltimore, Maryland, the Northeastern New Jersey Defense-Rental Area, or the Trenton Defense-Rental Area, when the ground for the removal or eviction of a tenant is non-payment of rent.

Where the ground for removal or eviction of a tenant is non-payment of rent, every notice under this paragraph (d) (1) shall state the rent for the housing accommodations, the amount of rent due and the rental period or periods for which such rent is due. The provisions of this paragraph (d) (1) shall not apply



where a certificate has been issued by the Administrator pursuant to the provisions of paragraph (b) of this section.

(2) *Notices at time of commencing action to remove tenant.* At the time of commencing any action to remove or evict a tenant, including an action based upon non-payment of rent, the landlord shall give written notice thereof to the area rent office stating the title of the case, the number of the case where that is possible, the court in which it is filed, the name and address of the tenant, and the ground under this section on which removal or eviction is sought.

(e) *Local law.* No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

**SEC. 7. Registration.**—(a) *Registration statement.* On or before the date specified in Schedule A of this regulation, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in triplicate a written statement on the form provided therefor to be known as a registration statement. The statement shall identify each dwelling unit and specify the maximum rent provided by this regulation for such dwelling unit and shall contain such other information as the Administrator shall require. The original shall remain on file with the Administrator and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord. In any subsequent change of tenancy the landlord shall exhibit to the new tenant his stamped copy of the registration statement, and shall obtain the tenant's signature and the date thereof, on the back of such statement. Within five days after renting to a new tenant, the landlord shall file a notice on the form provided therefor, on which he shall obtain the tenant's signature, stating that there has been a change in tenancy, that the stamped copy of the registration statement has been exhibited to the new tenant and that the rent for such accommodations is in conformity therewith.

When the maximum rent is changed by order of the Administrator, the landlord shall deliver his stamped copy of the registration statement to the area rent office for appropriate action reflecting such change.

(b) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(c) *Exceptions from registration requirements.*—(1) *Housing under section 4 (g).* The provisions of this section shall not apply to housing accommodations under section 4 (g). The owner of such housing accommodations shall file a schedule or schedules, setting out the maximum rents for all such accommodations in the Defense-Rental Area and containing such other information as the Administrator shall require. A copy of such schedule or schedules shall be posted by the owner in a place where it will be available for inspection by the

tenants of such housing accommodations.

(2) *Housing subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to housing accommodations rented to either Army or Navy personnel, including any civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

(3) *Housing in Cincinnati Defense-Rental Area.* The provisions of this section shall not apply to housing accommodations in the Cincinnati Defense-Rental Area so long as the maximum rent for such accommodations is established solely under paragraph (a) or (b) of section 4: *Provided, however,* That no payment of rent need be made by any tenant of such accommodations unless the landlord tenders a receipt for the amount to be paid.

(d) *Housing in Puerto Rico Defense-Rental Area.* The provisions of this section 7 (d) shall be substituted for the provisions of section 7 (a) for housing accommodations in the Puerto Rico Defense-Rental Area.

On or before the date specified in Schedule A of this regulation, or within 30 days after the property is first rented, whichever date is the later, every landlord of housing accommodations rented or offered for rent shall file in the area rent office a form provided by the area rent office for this purpose. The form shall identify each dwelling unit and shall specify the maximum rent provided by this regulation for such dwelling unit and shall contain such other information as the Administrator shall require.

(1) *Notice of maximum rent.* The landlord shall prepare the form known as "Notice of Maximum Rent" if the maximum rent for the dwelling unit is determined under paragraph (a) of section 4. The landlord shall prepare the notice in duplicate and shall send one copy to the tenant and one copy to the area rent office.

(2) *Registration statement.* The landlord shall prepare the form known as "Registration Statement" if the maximum rent for the dwelling unit is determined under any paragraph of section 4 other than paragraph (a), (g), or (h). The landlord shall prepare the Registration Statement in triplicate and shall send the three copies to the area rent office. The Administrator shall retain one copy on file, and he shall cause one copy to be delivered to the tenant and one copy, stamped to indicate that it is a correct copy of the original, to be returned to the landlord.

(3) *Change in tenancy.* Within five days after renting to a new tenant, the landlord shall file a form provided by the area rent office for this purpose. The landlord shall state the maximum rent for the dwelling unit, and he shall obtain the new tenant's signature on this form.

[Paragraph (d) added by Am. 15, 9 F.R. 205, effective 2-1-44]

(e) *Housing in the Malvern, Arkansas Defense-Rental Area.* The first three sentences of section 7 (a) shall not apply to housing accommodations in the Mal-

vern, Arkansas Defense-Rental Area for which a registration statement was filed between October 1, 1942 and November 30, 1943, inclusive, except where the maximum rent established under this regulation is different than the maximum rent which was in effect on November 30, 1943.

[Paragraph (e) added by Am. 43, 10 F.R. 48, effective 1-1-45]

(f) On or before April 15, 1945, in the Matagorda Bay Defense-Rental Area, every landlord of housing accommodations rented or offered for rent shall file a registration statement in addition to the statement required by paragraph (a) of this section, or he shall file his copy of the original registration statement. Where the landlord files his copy of the original registration statement, the Administrator shall duplicate such copy for his files and shall return the original copy to the landlord.

[Paragraph (f) added by Am. 59, 10 F.R. 2935, 2973, effective 3-10-45]

**Sec. 8. Inspection.** Any person who rents or offers for rent or acts as a broker or agent for the rental of housing accommodations and any tenant shall permit such inspection of the accommodations by the Administrator as he may, from time to time, require.

**Sec. 9. Evasion.**—(a) *General.* The maximum rents and other requirements provided in this regulation shall not be evaded, either directly or indirectly, in connection with the renting or leasing or the transfer of a lease of housing accommodations, by way of absolute or conditional sale, sale with purchase money or other form of mortgage, or sale with option to repurchase, or by modification of the practices relating to payment of commissions or other charges or by modification of the services furnished with housing accommodations, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without limitation on the foregoing, no person shall require a tenant or prospective tenant to purchase or agree to purchase furniture or any other property as a condition of renting housing accommodations.

[Section 9 amended by Am. 44, 10 F.R. 330, effective 1-10-45]

**Sec. 10. Enforcement.** Persons violating any provision of this regulation are subject to criminal penalties, civil enforcement actions and suits for treble damages as provided for by the Act.

**Sec. 11. Procedure.** All registration statements, reports and notices provided for by this regulation shall be filed with the area rent office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Procedural Regulation No. 3 (§§ 1300.201 to 1300.259a, inclusive)

**Sec. 12. Petitions for amendment.** Persons seeking any amendment of general applicability to any provision of this regulation may file petitions therefor in accordance with Revised Procedural Regulation No. 3 (§§ 1300.201 to 1300.259a, inclusive).

9 F.R. 10424.

Sec. 13. *Definitions.* (a) When used in this regulation the term:

(1) "Act" means the Emergency Price Control Act of 1942.

(2) "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) "Area rent office" means the office of the Rent Director in the Defense-Rental Area.

(5) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons; or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) "Housing accommodations" means any building, structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes, together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) "Services" includes repairs, decorating and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of housing accommodations.

(8) "Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any housing accommodations, or an agent of any of the foregoing.

(9) "Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any housing accommodations.

(10) "Rent" means the consideration, including any bonus, benefit, or gratuity, demanded or received for or in connection with the use or occupancy of housing accommodations or the transfer of a lease of such accommodations.

[Subparagraph (10) amended by Am. 33, 0 F.R. 10633, effective 9-1-44]

(11) "Hotel" means any establishment generally recognized as such in its community containing more than 50 rooms and used predominantly for transient occupancy.

(12) "Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short-time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this regulation.

SCHEDULE A—DEFENSE-RENTAL AREAS

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(1) [Revoked]					
(1a) Baldwin County	Alabama	Baldwin	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(2) Birmingham	Alabama	Jefferson	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Alabama	Calhoun, Cleburne, St. Clair, Shelby, and Talladega	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(3) Dothan-Ozark	Alabama	Dale and Houston	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Alabama	Coffee	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(4) Gadsden	Alabama	Etowah	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(5) [Revoked]					
(6) Lanett	Alabama	Chambers	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(7) Mobile	Alabama	Mobile	Apr. 1, 1941	June 1, 1942	July 15, 1942
(8) Montgomery	Alabama	Elmore and Montgomery	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Alabama	Macon	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(9) Muscle Shoals-Huntsville	Alabama	Colbert, Lauderdale, Limestone, Madison, and Morgan	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(10) Selma	Alabama	Dallas	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(10a) Troy, Ala.	Alabama	Pike	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(10b) Tuscaloosa	Alabama	Tuscaloosa	Nov. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(11) [Revoked]					
(12) [Revoked]					
(13) Fort Huachuca	Arizona	Cochise and Santa Cruz	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(14) Phoenix-Salt River Valley	Arizona	Gila and Maricopa	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(15) Prescott-Flagstaff	Arizona	Cocconino and Yavapai	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
		That portion of the County of Mohave south of the Colorado River	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(16) Tucson	Arizona	Pima	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(17) Yuma	Arizona	Yuma	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(18) [Revoked]					
(18a) Winslow	Arizona	In Navajo County Supervisorial Districts 1 and 2, except those portions lying within the Navajo Indian Reservation and the Sitgreaves National Forest.	July 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(19) Blytheville	Arkansas	Mississippi	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(19a) Clarksville	Arkansas	Johnson	Jan. 1, 1944	Oct. 1, 1944	Nov. 15, 1944
(19b) Camden, Ark.	Arkansas	Calhoun and Ouachita	Sept. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(20) El Dorado	Arkansas	Union	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(21) Fort Smith	Arkansas	Sebastian	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(22) [Revoked]					
(22a) Hot Springs	Arkansas	Garland	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(23) Little Rock	Arkansas	Lonoke and Pulaski	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Arkansas	Saline	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(23a) Malvern, Ark.	Arkansas	Hot Spring	Mar. 1, 1942	Jan. 1, 1945	Feb. 15, 1945
(24) Newport-Walnut Ridge	Arkansas	Craighead, Independence, Jackson, and Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Arkansas	Randolph	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(25) Pine Bluff	Arkansas	Jefferson	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Arkansas	Arkansas County and the Southern District of Prairie County consisting of the Townships of Belcher, Center, Hazen, Lower Surrounded Hill, Roe Roe, Tyler, and Watensaw.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(26) [Revoked]					
(27) [Revoked]					
(27a) Fresno	California	Fresno	Jan. 1, 1944	June 1, 1944	July 15, 1944
(27b) Imperial County	California	Imperial	Mar. 1, 1943	Sept. 1, 1944	Oct. 15, 1944
(28) Lassen County	California	Lassen	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(29) [Revoked]					
(30) Los Angeles	California	Los Angeles and Orange	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(31) Marysville-Orlco	California	Sutter and Yuba	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	California	Butte	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(32) [Revoked]					
(33) Modesto-Merced	California	Merced and Stanislaus	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(33a) Monterey Bay	California	Monterey County and in Santa Cruz County the Township of Watsonville.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(34) Richmond-Vallejo.....	California.....	Contra Costa, Napa, and Solano.....	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(35) Riverside.....	California.....	Riverside.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(35a) Sacramento.....	California.....	Sacramento, San Joaquin, and Yolo.....	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(35b) San Benito.....	California.....	San Benito.....	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(36) San Bernardino.....	California.....	San Bernardino.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(37) San Diego.....	California.....	In the County of San Diego the Judicial Townships of Encinitas, National, and San Diego in their entireties, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest.	Jan. 1, 1941	June 1, 1942	July 15, 1942
	California.....	County of San Diego other than the Judicial Townships of Encinitas, National, and San Diego in their entireties, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest.	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(38) San Francisco Bay.....	California.....	Alameda, Marin, San Francisco, San Mateo, Santa Clara, and Sonoma.....	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(39) San Luis Obispo.....	California.....	San Luis Obispo.....	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(39a) Santa Cruz.....	California.....	Santa Cruz County except the Township of Watsonville.....	Jan. 1, 1944	Oct. 1, 1944	Nov. 15, 1944
(39b) Santa Barbara.....	California.....	In the County of Santa Barbara the Judicial Townships 1, 2, and 3.....	Sept. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(40) Santa Maria.....	California.....	In the County of Santa Barbara Judicial Townships Nos. 4, 5, 6, 7, 9, and 10.....	July 1, 1941	Dec. 1, 1942	Jan. 15, 1943
(40a) Ventura.....	California.....	Ventura.....	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(41) Tulare-Kings.....	California.....	Kings and Tulare.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(41a) Boulder.....	Colorado.....	Boulder.....	June 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(42) Colorado Springs.....	Colorado.....	El Paso.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(43) Denver.....	Colorado.....	Adams, Arapahoe, Denver, and Jefferson.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(44) [Revoked].....					
(44a) Grand Junction.....	Colorado.....	Mesa.....	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(44b) Greeley.....	Colorado.....	Weld.....	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(45) Leadville-Salida.....	Colorado.....	Eagle, Lake, and Summit.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Colorado.....	Chaffee and Garfield.....	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(46) Pueblo.....	Colorado.....	Otero and Pueblo.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(47) Bridgeport.....	Connecticut.....	In the County of Fairfield the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Connecticut.....	County of Fairfield other than the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(48) Hartford-New Britain.....	Connecticut.....	In the County of Hartford the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; in the County of Middlesex the Towns of Cromwell, Middletown, Middletown, and Portland; in the County of New Haven the Towns of Meriden and Wallingford; and in the County of Tolland the Town of Vernon.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Connecticut.....	County of Hartford other than the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; County of Middlesex other than the Towns of Cromwell, Middletown, Middletown, and Portland; and the County of Tolland other than the Town of Vernon.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(49) New Haven.....	Connecticut.....	In the County of New Haven the Towns of Ansonia, Branford, Derby, East Haven, Guilford, Hamden, Madison, Milford, New Haven, North Branford, North Haven, Orange, Seymour, West Haven, and Woodbridge.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(50) New London.....	Connecticut.....	New London and Windham.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(51) Waterbury.....	Connecticut.....	In the County of Litchfield the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven the Towns of Beacon Falls, Cheshire, Middlebury, Naugatuck, Prospect, Waterbury, and Winsted.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Connecticut.....	County of Litchfield other than the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven the Towns of Bethany, Oxford, and Southbury.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(52) [Revoked].....					
(53) Delaware.....	Delaware.....	New Castle.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Delaware.....	Kent and Sussex.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(54) [Revoked].....					
(54a) De Funiak Springs.....	Florida.....	Walton.....	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(55) Banana River.....	Florida.....	Brevard.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(55a) Fort Pierce.....	Florida.....	St. Lucie.....	Mar. 1, 1943	Dec. 1, 1943	Jan. 1, 1944
(55b) Fort Myers.....	Florida.....	Lee.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(55c) Fort Lauderdale.....	Florida.....	Broward County except the City of Hollywood and the town of Hallandale and in Palm Beach County, Precincts 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29, including the Cities of Delray Beach and Lake Worth and the towns of Boca Raton, and Boynton, Gulf Stream, Lantana, Manalapan, and Ocean Ridge.	Aug. 1, 1944	Oct. 1, 1944	Nov. 30, 1944
(56) Gainesville-Starks.....	Florida.....	Alachua, Bradford, and Clay.....	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(57) Jacksonville.....	Florida.....	Duval.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(58) Key West.....	Florida.....	Monroe.....	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(59) Lake City.....	Florida.....	Columbia.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(60) Marianna.....	Florida.....	Jackson.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(61) Orlando.....	Florida.....	Orange.....	Oct. 1, 1941	Nov. 1, 1942	Dec. 15, 1942
(61a) Perry.....	Florida.....	Taylor.....	Oct. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(62) Panama City.....	Florida.....	Bay.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Florida.....	Franklin and Gulf.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(62a) Punta Gorda.....	Florida.....	Charlotte.....	Jan. 1, 1943	Jan. 1, 1945	Feb. 15, 1945
(63) Pensacola.....	Florida.....	Escambia.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Florida.....	Okaloosa.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Florida.....	Santa Rosa.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(63a) St. Augustine.....	Florida.....	St. Johns.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(63b) Sarasota.....	Florida.....	Sarasota.....	Mar. 1, 1944	Oct. 1, 1944	Nov. 15, 1944
(64) [Revoked].....					
(65) Tallahassee.....	Florida.....	Leon.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Florida.....	Wakulla.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(66) Tampa.....	Florida.....	Hillsborough, Pinellas, and Polk.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Florida.....	Highlands.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(66a) Daytona Beach.....	Florida.....	Volusia.....	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(67) [Revoked].....					
(67a) Americus.....	Georgia.....	Sumter.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(68) Albany.....	Georgia.....	Dougherty.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(69) Athens.....	Georgia	Clarke	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(70) Atlanta.....	Georgia	Clayton, Cobb, De Kalb, and Fulton	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(71) Augusta, Ga.....	Georgia	Richmond	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	South Carolina	Aiken	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(72) Bainbridge-Cairo, Georgia.....	Georgia	Decatur and Grady	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(73) Brunswick.....	Georgia	Brantley, Camden, Glynn, McIntosh, and Wayne	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Georgia	Ware	Mar. 1, 1942	May 1, 1943	June 15, 1943
(74) Columbus, Ga.....	Georgia	Muscogee	Jan. 1, 1941	June 1, 1942	July 15, 1942
	Alabama	In the County of Russell Election Precinct One, including the City of Phenix City.	Jan. 1, 1941	June 1, 1942	July 15, 1942
(74a) Dublin.....	Georgia	Laurens	July 1, 1943	June 1, 1944	July 15, 1944
(74b) Gainesville.....	Georgia	Hall	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(75) Hinesville.....	Georgia	Liberty	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(76a) Ludowici.....	Georgia	Long	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(76) Macon.....	Georgia	Bibb, Houston, and Peach	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(77) Moultrie.....	Georgia	Colquitt	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(78) Savannah.....	Georgia	Chatham	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(78a) Thomasville.....	Georgia	Thomas County and those portions of the towns of Pavo and Barwick in Brooks County and that portion of the town of Melfs in Mitchell County.	Mar. 1, 1943	June 1, 1944	July 15, 1944
(79) Tocon.....	Georgia	Stephens	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(80) Valdosta.....	Georgia	Lowndes	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(80a) Boise.....	Idaho	Ada and Elmore	Jan. 1, 1943	Jan. 1, 1944	Feb. 15, 1944
(81) Couer d'Alene-Pend Oreille.....	Idaho	Bonner and Kootenai	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(82) Pocatello-Idaho Falls.....	Idaho	Bannock	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(83) Chicago.....	Illinois	Cook, Du Page, Kane, and Lake	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(84) [Revoked]					
(85) Dixon.....	Illinois	Lee	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(86) Joliet.....	Illinois	Will	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(87) Kankakee.....	Illinois	Kankakee	Mar. 1, 1942	May 1, 1943	June 15, 1943
(88) LaSalle County.....	Illinois	LaSalle	Mar. 1, 1942	May 1, 1943	June 15, 1943
(88a) Macomb-Canton.....	Illinois	Fulton, McDonough, and Mason	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(88b) Peoria.....	Illinois	Peoria and Tazewell	Mar. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(89) Quad Cities.....	Illinois	Rock Island	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Iowa	Scott	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(90) Quincy.....	Illinois	Adams	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Missouri	Lewis and Marion	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(91) Champaign-Vermilion.....	Illinois	Champaign and Vermilion	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(91a) Galesburg.....	Illinois	Knox	July 1, 1943	May 1, 1944	June 15, 1944
(92) Rockford.....	Illinois	Boone and Winnebago	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Illinois	De Kalb	Mar. 1, 1942	Sept. 1, 1943	Oct. 15, 1943
(93) Savanna-Clinton.....	Illinois	Carroll	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Iowa	Clinton	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(94) Springfield-Decatur.....	Illinois	Christian, Logan, Macon, and Sangamon	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(94a) Woodstock.....	Illinois	McHenry	Oct. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(94b) Bloomington, Ind.....	Indiana	Monroe	Sept. 1, 1943	Jan. 1, 1945	Feb. 15, 1945
(95) [Revoked]					
(96) [Revoked]					
(97) Columbus, Ind.....	Indiana	Bartholomew, Brown, Johnson, Morgan, and Shelby	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Indiana	Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Indiana	Jackson	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(97a) Mt. Vernon, Ind.....	Indiana	Possey	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(97b) Princeton, Ind.....	Indiana	Gibson	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(98) Richmond-Connersville.....	Indiana	Fayette	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Indiana	Wayne	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(98a) Valparaiso.....	Indiana	Porter	July 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(99) [Revoked]					
(100) Evansville-Henderson.....	Indiana	Vanderburgh	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Kentucky	Henderson	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Kentucky	Union	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(101) Fort Wayne.....	Indiana	Allen	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Indiana	Adams	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(102) Gary-Hammond.....	Indiana	Lake	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(103) Indianapolis.....	Indiana	Marion	July 1, 1941	July 1, 1942	Aug. 15, 1942
(104) La Fayette.....	Indiana	Fountain, Tippecanoe, and Warren	Mar. 1, 1942	Nov. 1, 1941	Dec. 15, 1941
(105) La Porte-Michigan City.....	Indiana	La Porte and Starke	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(105a) New Castle.....	Indiana	Henry	Oct. 1, 1943	Apr. 1, 1945	May 15, 1945
(106) Anderson.....	Indiana	Huntington, Miami, and Wabash	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Indiana	Delaware, Grant, Howard, and Madison	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(107) [Revoked]					
(108) South Bend.....	Indiana	St. Joseph and Elkhart	Apr. 1, 1941	June 1, 1942	July 15, 1942
(109) Terre Haute.....	Indiana	Parke and Vermillion	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Illinois	Edgar	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Indiana	Vigo	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(110) Vincennes.....	Indiana	Davies and Knox	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Illinois	Lawrence	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Indiana	Martin	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(111) [Revoked]					
(111a) Iowa City.....	Iowa	Johnson	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(112) Burlington.....	Iowa	In the County of Des Moines the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; in the County of Henry the Townships of Baltimore, Center, Mount Pleasant, and New London; and in the County of Lee the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	June 1, 1942	July 15, 1942
	Iowa	County of Des Moines other than the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; County of Henry other than the Townships of Baltimore, Center, Mount Pleasant, and New London; County of Lee other than the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(113) Cedar Rapids.....	Illinois	County of Henderson	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(114) Des Moines.....	Iowa	Linn	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Iowa	Polk	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Iowa	Jasper	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(114a) Ottumwa.....	Iowa	Wapello	Mar. 1, 1942	Sept. 1, 1943	Oct. 15, 1943
(114b) Sioux City.....	Iowa	Woodbury	July 1, 1943	June 1, 1944	July 15, 1944
	Nebraska	Dakota	July 1, 1943	June 1, 1944	July 15, 1944
(114c) Fairfield.....	Iowa	Jefferson	Jan. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(115) Baxter Springs.....	Kansas	Cherokee and Crawford	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Oklahoma	Ottawa	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(115a) Concordia.....	Kansas	Cloud	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(115b) Council Grove.....	Kansas	Morris	July 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(116) Dodge City.....	Kansas	Finney, Ford, and Gray	Mar. 1, 1942	May 1, 1943	June 15, 1943

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(116a) Great Bend	Kansas	Barton	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
	Kansas	Ellis and Russell	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
	Kansas	Pawnee	Mar. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(117) Hutchinson	Kansas	Renov	Mar. 1, 1942	May 1, 1943	June 15, 1943
(118) Junction City-Manhattan	Kansas	Geary and Riley	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(119) Liberal	Kansas	Seward	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(120) Parsons	Kansas	Latette	July 1, 1941	July 1, 1942	Aug. 15, 1942
	Kansas	Montgomery	July 1, 1941	Sept. 1, 1942	Oct. 15, 1942
(120a) Pratt	Kansas	Pratt	Mar. 1, 1943	June 1, 1944	July 15, 1944
(121) Salina	Kansas	Dickinson, McPherson, Ottawa, and Falla	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(121a) Stafford County	Kansas	Stafford	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(12 ) Topeka Lawrence	Kansas	Douglas, Franklin, and Shawnee	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(123) Wichita	Kansas	Sedgwick	July 1, 1941	June 1, 1942	July 15, 1942
(123a) Danville, Ky.	Kentucky	Boyle	Oct. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(123b) Bowling Green	Kentucky	Warren	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(124) Fort Knox	Kentucky	Bullitt, Hardin, and Meade	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(124a) Lexington	Kentucky	Clark and Fayette	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(125) Louisville	Kentucky	Jefferson	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
	Indiana	Clark and Floyd	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(125a) Mayfield	Kentucky	Graves	May 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(126) [Revoked]					
(126a) Owensboro	Kentucky	Davies	Mar. 1, 1943	June 1, 1944	July 15, 1944
(127) Paducah	Kentucky	McCacken	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Kentucky	Ballard	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
	Kentucky	Madison	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(128) Richmond, Ky.	Kentucky	Parishes of Beauford, Rappahannock, and Vernon	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(129) Alexandria-Leesville	Louisiana	Parishes of East Baton Rouge and West Baton Rouge	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(130) Baton Rouge	Louisiana	Parish of Calcasieu	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
(131) Lake Charles	Louisiana	Parish of Webster	July 1, 1941	July 1, 1942	Aug. 15, 1942
(132) Minden	Louisiana	Parishes of Morehouse, Ouachita, and Union	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(133) Monroe-Bastrop, Louisiana	Louisiana	Parishes of Jefferson, Orleans and St. Bernard	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(134) New Orleans	Louisiana	Parishes of Bossier and Caddo	July 1, 1943	Sept. 1, 1944	Oct. 15, 1944
(134a) Shreveport	Louisiana	Parishes of Bossier and Caddo	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(135) Bangor	Maine	Lincoln and Sagadahoc	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(136) Bath	Maine	In the County of Washington, the City of Exeter and the Towns of Lutes, Perry, Pembroke, and Robbinston	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(136a) Eastport	Maine	Androscoggin and Cumberland	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(137) Portland	Maine	York	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(138) Presque Isle	Maine	Aroostook	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(139) Baltimore	Maryland	City of Baltimore and the Counties of Anne Arundel, Baltimore, Carroll, Cecil, Harford, and Howard	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(139a) Frederick	Maryland	Frederick	July 1, 1943	June 1, 1944	July 15, 1944
(139b) Cumberland	Maryland	Allerany	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(140) Hagerstown	Maryland	Washington	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(141) Indian Head-Patuxent River	Maryland	Charles	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Maryland	St. Marys and Calvert	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(142) Montgomery-Prince Georges	Maryland	Montgomery and Prince Georges	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(143) Eastern Massachusetts	Massachusetts	Barnstable, Bristol, Middlesex, Norfolk, Plymouth, and Suffolk	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(144) Essex County, Mass.	Massachusetts	Essex	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(145) Pittsfield	Massachusetts	Berkshire	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(146) Springfield, Mass.	Massachusetts	Hamden and Hampshire	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(147) Worcester	Massachusetts	Worcester	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(148) [Revoked]					
(149) Detroit	Michigan	Macomb, Oakland, and Wayne	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Michigan	Washtenaw	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(150) Grand Rapids-Muskegon	Michigan	Muskegon	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Michigan	Kent and Ottawa	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(150a) Hillsdale	Michigan	Hillsdale	Jan. 1, 1943	Apr. 1, 1944	May 15, 1944
(151) Jackson, Michigan	Michigan	Jackson	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Michigan	Lenawee	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(152) Kalamazoo-Battle Creek	Michigan	Calhoun	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Michigan	Kalamazoo	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(153) Lansing	Michigan	Clinton, Eaton, and Ingham	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(154) Ludington	Michigan	Mason	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(154a) Monroe, Michigan	Michigan	Monroe	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(155) Niles	Michigan	Berrien	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(155a) Owosso	Michigan	Shiawassee	Mar. 1, 1943	June 1, 1944	July 15, 1944
(156) Port Huron	Michigan	St. Clair	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(157) Saginaw-Bay City	Michigan	Bay, Midland, and Saginaw	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(157a) Traverse City	Michigan	Grand Traverse	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(158) [Revoked]					
(159) Duluth-Superior	Minnesota	Carlton and St. Louis	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Wisconsin	Douglas	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(160) Minneapolis-St. Paul	Minnesota	Anoka, Dakota, Hennepin, Ramsey, and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(160a) Rochester	Minnesota	Olmsted	Mar. 1, 1944	Aug. 1, 1944	Sept. 15, 1944
(161) [Revoked]					
(162) Biloxi-Pascagoula	Mississippi	Harrison and Jackson	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(163) Centerville	Mississippi	Adams, Amite, Pike, and Wilkinson	Mar. 1, 1942	May 1, 1943	June 15, 1943
(164) Columbus, Miss.	Mississippi	Chickasaw, Clay, Itawamba, Lee, and Merico	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Alabama	Lamar	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Mississippi	Lowndes	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(165) Grenada	Alabama	Pickens	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
	Mississippi	Carroll, Grenada, LeFlore, and Montgomery	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Mississippi	Calhoun and Yalobusha	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(165a) Greenville, Miss.	Mississippi	Washington	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(166) Hattiesburg	Mississippi	Ferret	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(167) Jackson, Miss.	Mississippi	Hinds, Madison, and Rankin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(167a) Laurel	Mississippi	Jones	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(167b) Lamar	Mississippi	Lamar	July 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(168) Meridian	Mississippi	Lauderdale	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(168a) Vicksburg, Miss.	Mississippi	Warren	Dec. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(169) Joplin-Neosho	Missouri	Jasper and Newton	July 1, 1941	July 1, 1942	Aug. 15, 1942
(170) Kansas City	Missouri	Clay, Jackson, and Platte	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Kansas	Johnsen, Leavenworth, and Wyandotte	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(171) Pike	Missouri	Pike	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Illinois	Laclede, Phelps, and Pulaski	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(172) Rolla-Waynesville	Missouri	Johnson and Pettis	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(173) Sedalia	Missouri	Greene	July 1, 1943	Aug. 1, 1945	Sept. 15, 1945
(173a) Springfield, Mo.	Missouri	Buchanan	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(173b) St. Joseph	Missouri	City of St. Louis and the Counties of Jefferson, St. Charles, and St. Louis	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(174) St. Louis	Missouri				

See footnotes at end of table.



## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(175) Great Falls.....	Illinois.....	Madison, Monroe, and St. Clair.....	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(175a) Billings.....	Montana.....	Cascade.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(176) Alliance.....	Montana.....	Yellowstone.....	July 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(176a) Fairbury-York.....	Nebraska.....	Box Butte.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(177) Grand Island.....	Nebraska.....	Fillmore, Jefferson, Thayer, and York.....	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(178) Hastings.....	Nebraska.....	Hall.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(178a) Holdrege.....	Nebraska.....	Adams and Clay.....	Mar. 1, 1942	Dec. 12, 1942	Jan. 20, 1943
(179) Kearney.....	Nebraska.....	Phelps.....	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(180) Lincoln.....	Nebraska.....	Buffalo.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(180a) McCook.....	Nebraska.....	Lancaster.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
* (180b) North Platte.....	Nebraska.....	Redwillow.....	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(181) Omaha.....	Nebraska.....	Lincoln.....	Jan. 1, 1944	Apr. 1, 1946	May 15, 1946
	Nebraska.....	Dodge and Saunders.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Nebraska.....	Douglas and Sarpy.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Iowa.....	Pottawatomie.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(182) Sidney, Nebr.....	Nebraska.....	Cheyenne.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(183) [Revoked]					
(183a) Goldfield-Tonopah.....	Nevada.....	Those portions of Esmeralda and Nye Counties consisting of Townships 1, 2, and 3 North and Townships 1, 2, and 3 South, Range 42 East, Mount Diablo Base and Meridian.	Oct. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(184) Las Vegas.....	Nevada.....	Clark.....	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(185) Reno.....	Nevada.....	Washoe.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(186) Manchester.....	New Hampshire.....	Sullivan.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New Hampshire.....	Hillsborough.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(187) Portsmouth.....	New Hampshire.....	Rockingham and Strafford.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(187a) [Revoked]					
(188) [Revoked]					
(188a) Southern New Jersey.....	New Jersey.....	Burlington, Camden and Gloucester.....	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	New Jersey.....	Salem.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	New Jersey.....	Cape May and Cumberland.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(189) [Revoked]					
(190) Northeastern New Jersey.....	New Jersey.....	Bergen, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Somerset, and Union.	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	New Jersey.....	Sussex.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
* (190a) Ocean County.....	New Jersey.....	Ocean.....	Feb. 1, 1944	Apr. 1, 1945	May 15, 1945
(101) Trenton.....	New Jersey.....	Warren.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	New Jersey.....	Hunterdon and Mercer.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(192) [Revoked]					
(193) Albuquerque.....	New Mexico.....	Bernalillo.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(193a) Belen.....	New Mexico.....	That portion of Valencia County lying east of Rio Puerco River.	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(193b) Carlsbad.....	New Mexico.....	Jeddy.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(194) Clovis.....	New Mexico.....	Lea.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(195) Deming.....	New Mexico.....	Curry, De Baca, and Roosevelt.....	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(196) [Revoked]					
(197) Roswell.....	New Mexico.....	Luna.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	New Mexico.....	Chaves.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(197a) San Miguel County.....	New Mexico.....	Otero.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(198) Silver City-Lordsburg.....	New Mexico.....	San Miguel.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1944
(199) Albany-Troy, N. Y.....	New York.....	Hidalgo.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(200) Binghamton.....	New York.....	Albany and Rensselaer.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(201) Buffalo.....	New York.....	Broome and Tioga.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(202) Elmira.....	New York.....	Erle and Niagara.....	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(203) Jamestown.....	New York.....	Chemung and Steuben.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(204) Poughkeepsie.....	New York.....	Chautauque.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
		Dutchess, Ulster, and Orange, except that portion of Orange County which is within the West Point Military Reservation.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(205) Rochester.....	New York.....	Genesee, Monroe, and Orleans.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(206) [Revoked]					
(207) Schenectady.....	New York.....	County of Schenectady; and in the County of Saratoga the Towns of Ballston, Charlton, and Clifton Park.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	New York.....	County of Montgomery and the County of Saratoga other than the Towns of Ballston, Charlton, and Clifton Park.	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(208) Seneca.....	New York.....	Ontario, Seneca, and Yates.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(209) Sidney, N. Y.....	New York.....	Chenango, Delaware, and Otsego.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(210) Syracuse.....	New York.....	Wayne.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New York.....	Cayuga, Onondaga, and Oswego.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(211) Utica-Rome.....	New York.....	Herkimer, Madison, and Oneida.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(211a) Westchester County.....	New York.....	Westchester.....	Aug. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(212) Watertown.....	New York.....	Jefferson and St. Lawrence.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(212a) Burlington, N. O.....	North Carolina.....	Alamance.....	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(212b) Asheville.....	North Carolina.....	Buncombe.....	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(212c) Charlotte.....	North Carolina.....	Mecklenburg.....	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(213) Durham.....	North Carolina.....	Durham.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(214) Elizabeth City, North Carolina.....	North Carolina.....	Pasquotank.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(215) Fayetteville.....	North Carolina.....	Chowan and Perquimans.....	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(216) Goldsboro.....	North Carolina.....	Cumberland and Hoke.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(216a) Greensboro.....	North Carolina.....	Lenoir, Wayne, and Wilson.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(217) Henderson.....	North Carolina.....	County of Guilford other than High Point Township.....	July 1, 1943	June 1, 1944	July 15, 1944
(218) Jacksonville, N. O.....	North Carolina.....	Vance.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(219) Laurinburg.....	North Carolina.....	Onslow.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	South Carolina.....	Richmond, Robeson, and Scotland.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	South Carolina.....	Marlboro.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(220) Monroe, N. O.....	North Carolina.....	Union.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(221) New Bern.....	North Carolina.....	Carteret and Craven.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(221a) Rocky Mount.....	North Carolina.....	Edgecombe and Nash.....	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(221b) Pender County.....	North Carolina.....	Pender.....	Jan. 1, 1943	May 1, 1944	June 15, 1944
(221c) Plymouth.....	North Carolina.....	Washington.....	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(221d) Raleigh.....	North Carolina.....	Wake.....	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(222) Southern Pines.....	North Carolina.....	Moore.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(223) Wilmington, N. O.....	North Carolina.....	New Hanover.....	Apr. 1, 1941	June 1, 1942	July 15, 1942
(223a) Winston-Salem.....	North Carolina.....	Forsyth.....	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
* (223b) Minot.....	North Dakota.....	Ward.....	June 1, 1944	Apr. 1, 1945	May 15, 1945
(224) Akron.....	Ohio.....	County of Summit and in the County of Medina the Township of Wadsworth.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Ohio.....	County of Medina other than the Township of Wadsworth.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(225) Ashtabula.....	Ohio.....	Ashtabula.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(226) Canton.....	Ohio.....	Stark.....	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Ohio.....	Tuscarawas.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(227) Cincinnati	Ohio	Butler, Clermont, Hamilton, and Warren	Mar. 1, 1942	Nov. 1, 1942	May 31, 1942 or within 30 days after Section 7 (a) becomes applicable
	Kentucky	Boone, Campbell, and Kenton	Mar. 1, 1942	Nov. 1, 1942	May 31, 1942 or within 30 days after Section 7 (a) becomes applicable
(228) Cleveland	Ohio	County of Cuyahoga and in the County of Lake the Township of Willoughby and these parts of the Township of Kirtland included within the corporate limits of the Villages of Walte Hill and Willoughby	July 1, 1941	June 1, 1942	July 15, 1942
	Ohio	County of Geauga, and the County of Lake either than the Township of Willoughby and these parts of the Township of Kirtland included within the corporate limits of the Villages of Walte Hill and Willoughby	July 1, 1941	July 1, 1942	Aug. 15, 1942
(229) Columbus	Ohio	Franklin	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio	Licking	Mar. 1, 1942	May 1, 1943	June 15, 1943
(230) Dayton	Ohio	Champaign, Clark, Darke, Greene, Miami, Montgomery, and Preble	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(231) [Revoked]					
(232) Lima	Ohio	Allen	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(233) Lorain-Elyria	Ohio	Lorain	July 1, 1941	July 1, 1942	Aug. 15, 1942
(234) Mansfield	Ohio	Ashland, Crawford, and Richland	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio	Knox	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Ohio	Marion	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(235) Marion					
(236) [Revoked]					
(237) Ravenna	Ohio	Portage	Apr. 1, 1941	June 1, 1942	July 15, 1942
(238) Sandusky-Port Clinton	Ohio	Erie, Huron, Ottawa, and Sandusky	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(239) Sidney, Ohio	Ohio	Shelby	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(240) Toledo	Ohio	Lucas and Wood	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio	Hancock and Seneca	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Ohio	Clinton	July 1, 1943	Apr. 1, 1945	May 15, 1945
(240a) Wilmington, Ohio	Ohio	Madison and Trumbull	Apr. 1, 1941	June 1, 1942	July 15, 1942
(241) Youngstown-Warren	Ohio	Fayette	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(241a) Washington Court House, Ohio					
(242) [Revoked]					
(242a) Altus-Frederick	Oklahoma	Jackson and Tillman	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(242b) Ardmore	Oklahoma	Carters	July 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(243) Choteau	Oklahoma	Craig, Mayes, Rogers, and Wagoner	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(244) Clinton-Elk City	Oklahoma	Breckham, Custer, and Washita	Mar. 1, 1942	May 1, 1943	June 15, 1943
(244a) Duncan	Oklahoma	Stephens	Oct. 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(245) Enid	Oklahoma	Garfield	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(245a) Guymon	Oklahoma	Texas	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(246) Lawton	Oklahoma	Comanche	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(247) McAlester	Oklahoma	Atoka, Haskell, Hughes, Latimer, McIntosh, and Pittsburg	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(248) Muskogee	Oklahoma	Muskogee	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(249) [Revoked]					
(250) Oklahoma City	Oklahoma	Cleveland, McClain, and Oklahoma	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Oklahoma	Caddo and Grady	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Oklahoma	Canadian	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(250a) Shawnee	Oklahoma	Pottawatomie	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(251) Tulsa	Oklahoma	Creek, Osage, and Tulsa	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(252) [Revoked]					
(253) Corvallis	Oregon	Benton and Linn	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(253a) Klamath Falls	Oregon	Klamath	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(253b) Lane County	Oregon	Lane	Jan. 1, 1944	Jan. 1, 1945	Mar. 31, 1945
(254) Medford	Oregon	Jackson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(255) Pendleton	Oregon	Umatilla	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(256) Portland-Vancouver	Oregon	Clackamas, Multnomah, and Washington	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Washington	Clark	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Oregon	Clatsop	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Oregon	Tillamook	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(257) Allentown-Bethlehem	Pennsylvania	Lehigh and Northampton	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(258) Altoona-Johnstown	Pennsylvania	Blair, Cambria, and Somerset	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(259) [Revoked]					
(260) [Revoked]					
(261) Erie	Pennsylvania	Erie	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(262) Harrisburg	Pennsylvania	Cumberland, Dauphin, Lebanon, and Perry	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Pennsylvania	Franklin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(263) Lancaster-York	Pennsylvania	Lancaster and York	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(264) Meadville-Titusville	Pennsylvania	Crawford and Venango	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(265) [Revoked]					
(266) Philadelphia	Pennsylvania	Bucks, Chester, Delaware, Montgomery, and Philadelphia	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(267) Pittsburgh	Pennsylvania	Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington, and Westmoreland	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(268) Reading	Pennsylvania	Berks	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(269) [Revoked]					
(270) Sharon-Farrell	Pennsylvania	Mercer	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(270a) Warren	Pennsylvania	Warren	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(271) [Revoked]					
(272) Williamsport	Pennsylvania	Lycoming	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Pennsylvania	Cameron, Columbia, Montour, Northumberland, Snyder, and Union	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Pennsylvania	County of Elk and in the County of Luzerne, Neversink Borough, Neversink Township, and Salem Township	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
	Pennsylvania	Clinton	Mar. 1, 1942	Feb. 1, 1944	Mar. 15, 1944
(273) Newport	Rhode Island	Newport	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(274) Providence	Rhode Island	Bristol, Kent, and Providence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(275) Washington County	Rhode Island	Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(276) [Revoked]					
(277) Charleston, South Carolina	South Carolina	Charleston and Berkeley	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	South Carolina	Beaufort and Colleton	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
(278) Columbia, South Carolina	South Carolina	Calhoun, Lexington, and Richland	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	South Carolina	Sumter	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	South Carolina	Florence	Mar. 1, 1942	May 1, 1943	June 15, 1943
(279) [Revoked]					
(280) Greenville, S. C.	South Carolina	Greenville	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(280a) Myrtle Beach	South Carolina	In the County of Horry, the Townships of Conway, Degwood Neck, and Socastee	July 1, 1943	July 1, 1944	Aug. 15, 1944

See footnotes at end of table;

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(280b) Orangeburg	South Carolina	Orangeburg	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(281) Spartanburg	South Carolina	Cherokee, Spartanburg, and Union	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(282) [Revoked]					
(283) Provo-Hot Springs, S. Dak.	South Dakota	Fall River	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(284) Rapid City-Sturgis	South Dakota	Lawrence, Meade, and Pennington	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(285) Sioux Falls	South Dakota	Lincoln, Minnehaha, and Turner	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Iowa	Lyon	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Minnesota	Rock	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(285a) Watertown	South Dakota	Codington	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(286) Bristol-Kingsport	Tennessee	Greene, Hawkins, Sullivan, Unicoi, and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Virginia	Independent City of Bristol and the Counties of Scott and Washington	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(287) Chattanooga	Tennessee	Bradley, Hamilton, and Marion	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Georgia	Catoga, Dade, and Walker	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(288) Clarksville	Tennessee	Henry, Montgomery and Stewart	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Kentucky	Christian, Todd, and Trigg	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(288a) Columbia, Tenn.	Tennessee	Mauzy	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(289) Copperhill-McCaysville	Tennessee	Polk	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Georgia	Fannin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(290) Dyersburg	Tennessee	Crockett, Dyer, and Lauderdale	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(291) Jackson-Milan-Humboldt	Tennessee	Carroll, Gibson, and Madison	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(292) Knoxville	Tennessee	Blount and Knox	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Tennessee	Anderson and Roane	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(292a) Lenoir City	Tennessee	Loudon	Mar. 1, 1943	June 1, 1944	July 15, 1944
(293) Memphis	Tennessee	Shelby	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Arkansas	Crittenden	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(294) [Revoked]					
(295) Nashville	Tennessee	Davidson and Rutherford	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(296) [Revoked]					
(297) Tullahoma	Tennessee	Bedford, Coffee, Franklin, Lincoln, and Moore	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(298) Abilene	Texas	Callahan, Jones, and Taylor	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(299) Amarillo	Texas	Potter and Randall	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(300) Austin	Texas	Bastrop	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Texas	Bays, Travis, and Williamson	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(301) [Revoked]					
(302) Beaumont-Port Arthur	Texas	Jefferson and Orange	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(303) Big Spring	Texas	Howard	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(304) [Revoked]					
(305) Borger	Texas	Carson, Gray, and Hutchinson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(305a) Brady	Texas	McCulloch	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(306) Brownwood	Texas	Brown, Coleman, and Comanche	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(307) Bryan	Texas	Brazos	Mar. 1, 1942	May 1, 1943	June 15, 1943
(308) Childress	Texas	Childress	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(309) Corpus Christi	Texas	Nueces and San Patricio	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Texas	Bee and Kleberg	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(309a) Dalhart	Texas	Dallam, Hansford, Hartley, Moore, and Sherman	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(310) [Revoked]					
(311) Dallas	Texas	Dallas	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(312) Del Rio	Texas	Kinney, Uvalde, and Val Verde	Mar. 1, 1942	May 1, 1943	June 15, 1943
	Texas	Maverick	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(313) [Revoked]					
(314) [Revoked]					
(315) El Paso	Texas	El Paso	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(316) Fort Worth	Texas	Tarrant	Mar. 1, 1942	Oct. 1, 1942	Dec. 15, 1942
	Texas	Denton	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(317) Gainesville	Texas	Cooke	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(318) Greenville, Tex.	Texas	Hunt	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(319) Galveston	Texas	Galveston and Brazoria	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(319a) Houston	Texas	Chambers, Harris and Liberty	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(319b) Kerrville	Texas	Kerr	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(320) Kilglen-Temple	Texas	Bell	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Texas	Lampasas	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(321) Laredo	Texas	Webb	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(321a) Lockhart	Texas	Justices' Precincts 1, 6, and 7 in Caldwell County	Jan. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(321b) Longview	Texas	Gregg	July 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(322) Lower Rio Grande Valley	Texas	Cameron, Hidalgo, and Willacy	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(322a) Lubbock	Texas	Lubbock	Mar. 1, 1942	Mar. 1, 1944	Apr. 15, 1944
(323) Marfa-Alpine	Texas	Presidio	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Texas	Brewster	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(324) Marshall	Texas	Harrison, Marlon, and Upshur	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Texas	Camp, Cass, Morris, Red River, and Titus	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(324a) Matagorda Bay	Texas	Calhoun, Jackson, and Matagorda	Jan. 1, 1943	June 1, 1944	July 15, 1944
(324b) McKinney	Texas	Collin	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(324c) Midland-Odessa	Texas	Ector and Midland	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(324d) Memphis-Quanah	Texas	Collingsworth, Cottle, Hall, and Hardeman	July 1, 1943	Apr. 1, 1945	May 15, 1945
(325) Paris, Tex.	Texas	Lamar	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Oklahoma	Choctaw	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(326) Pecos	Texas	Reeves and Ward	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(327) San Angelo	Texas	Tom Green	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(328) San Antonio	Texas	Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
(329) Sherman-Denison	Texas	Grayson	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Texas	Fannin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(329a) Sweetwater	Texas	Nolan	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(330) Texarkana	Texas	Bowie	July 1, 1941	July 1, 1942	Aug. 15, 1942
	Arkansas	Miller	July 1, 1941	July 1, 1942	Aug. 15, 1942
(330a) Tyler	Texas	Smith	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(331) Victoria	Texas	Victoria	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(332) Waco	Texas	McLennan	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Texas	Coryell	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(333) Wichita Falls	Texas	Wichita	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(333a) Mincola	Texas	Wood County and that portion of the City of Winnsboro in Franklin County	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(334) [Revoked]					
(335) Provo, Utah	Utah	Utah	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(336) Salt Lake City	Utah	Davis, Morgan, Salt Lake, and Weber	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Utah	Box Elder	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Utah	Tooele	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Nevada	Portion of Elko County situated within a radius of three miles from the center of U. S. Highway 40, where the said highway crosses the Nevada-Utah State line	Mar. 1, 1942	May 1, 1944	June 15, 1944
(337) [Revoked]					
(337a) Burlington, Vermont	Vermont	Chittenden	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(338) Springfield-Windsor	Vermont	Windsor	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of defense-rental area	State	County or counties in defense-rental area under Rent Regulation for Housing	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(339) Alexandria-Arlington.....	Virginia	Independent City of Alexandria and the Counties of Arlington and Fairfax.	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(340) Blackstone.....	Virginia	Nottoway	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(341) Cape Charles.....	Virginia	Northampton	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(341a) Front Royal.....	Virginia	Warren	Oct. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(341b) Danville, Va.....	Virginia	The Independent City of Danville, and in Pittsylvania County the Magisterial Districts of Tunstall and Dan River.	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(342) Hampton Roads.....	Virginia	Independent Cities of Hampton, Newport News, Norfolk, Portsmouth, and South Norfolk; the County of Elizabeth City; in the County of Norfolk the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch; in the County of Princess Anne the Magisterial Districts of Kempsville and Lynnhaven, and in the County of Warwick the Magisterial District of Newport.	Apr. 1, 1941	June 1, 1942	July 15, 1942
	Virginia	Independent City of Suffolk; the County of Nansemond; the County of Norfolk other than the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch; the County of Princess Anne other than the Magisterial Districts of Kempsville and Lynnhaven.	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(343) Petersburg.....	Virginia	Independent Cities of Hopewell and Petersburg; the Counties of Dinwiddie and Prince George; and in the County of Chesterfield the Magisterial District of Matocora.	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(343a) Quantico <sup>1</sup> .....	Virginia	In the County of Prince William, the Magisterial District of Dumfries.	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(344) Radford-Pulaski.....	Virginia	Independent City of Radford, and the Counties of Montgomery and Pulaski.	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(345) Richmond, Va.....	Virginia	Independent City of Richmond; the County of Henrico; and in the County of Chesterfield the Magisterial Districts of Bermuda, Clover Hill, Dale, Manchester, and Middleblan.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(346) Yorktown.....	Virginia	Independent City of Williamsburg; the Counties of James City and York; and in the County of Warwick the Magisterial Districts of Denbigh and Stanley.	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(347) Bellingham.....	Washington	Whatcom	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(347a) Ephrata.....	Washington	Skagit	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(348) Everett.....	Washington	Portion of Grant County lying between the south line of Township 23 North and the north line of Township 16 North.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(349) [Revoked]	Washington	Snohomish	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(350) [Revoked]	Washington	Island	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(351) Port Angeles-Port Townsend.....	Washington	Clallam and Jefferson	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(352) Puget Sound.....	Washington	County of Kitsap and those parts of the Counties of King and Pierce lying west of the Snoqualmie National Forest.	Apr. 1, 1941	June 1, 1942	Sept. 21, 1942
(353) Spokane.....	Washington	Spokane	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(354) Walla Walla.....	Washington	Walla Walla	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Washington	Franklin	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Washington	In the County of Benton the precincts of Finley, South Kennewick, Kennewick Valley, Kennewick, Kennewick Gardens, and Richland.	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(354a) Yakima.....	Washington	In the County of Benton, the precincts of Benton City, Carley, Columbia, East Prosser, Expansion, Hanford, Highlands, Horn Rapids, Hovr, Klana, North Prosser, Paterson, Prosser, Rattlesnake, Riverside, Walnut Grove, Wellington, West Prosser, and White Bluffs, and the County of Yakima.	Mar. 1, 1943	Apr. 1, 1944	May 15, 1944
(355) Charleston, West Virginia.....	West Virginia	Kanawha	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(356) Huntington.....	West Virginia	In Putnam County the Magisterial District of Peotalco.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
	West Virginia	Cabell and Wayne	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio	Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Kentucky	Boyd and Greenup	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(356a) Martinsburg.....	West Virginia	Berkley	Mar. 1, 1943	Apr. 1, 1944	May 15, 1944
(356b) Logan.....	West Virginia	Logan	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(357) Morgantown.....	West Virginia	Marion and Monongalia	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(358) Point Pleasant-Gallipolis.....	West Virginia	Jackson and Mason	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Ohio	Gallia and Meigs	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(359) Wheeling-Stebenville.....	West Virginia	Brooke, Hancock, Marshall, Ohio, and Wetzel	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
	Ohio	Belmont, Columbiana, and Jefferson	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(360) Beloit-Janesville.....	Wisconsin	Rock	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(361) Eau Claire.....	Wisconsin	Chippewa, Dunn, and Eau Claire	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(361a) La Crosse.....	Wisconsin	La Crosse	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(362) Madison, Wisconsin.....	Wisconsin	Columbia, Dane, and Sauk	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(363) Manitowoc.....	Wisconsin	Manitowoc	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
	Wisconsin	That portion of the City of Kiel in the County of Calumet	Mar. 1, 1942	Apr. 1, 1944	May 15, 1944
(364) Milwaukee.....	Wisconsin	Kenosha, Milwaukee, Racine, and Waukesha	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(365) Oshkosh-Fond du Lac.....	Wisconsin	Fond du Lac and Winnebago	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Wisconsin	That portion of the City of Waupun in the County of Dodge	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(366) Sparta.....	Wisconsin	Monroe	Mar. 1, 1942	Nov. 1, 1942	Dec. 16, 1942
(367) Sturgeon Bay.....	Wisconsin	Door	Mar. 1, 1942	Sept. 1, 1942	Oct. 16, 1942
(368) Casper.....	Wyoming	Natrona	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(368a) Cody-Lovell.....	Wyoming	That portion of Big Horn County lying outside of the Big Horn National Forest and that portion of Park County lying outside of the Shoshone National Forest.	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(369) Cheyenne.....	Wyoming	That part of Laramie County, consisting of Townships 13 and 14 in Ranges 62 and 67 west of the 10th Principal Meridian including the City of Cheyenne.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(369a) Douglas.....	Wyoming	Converse	Mar. 1, 1943	May 1, 1944	June 15, 1944
(370) Alaska.....	Alaska	Territory of Alaska	Mar. 1, 1942	Nov. 1, 1942	Mar. 15, 1943
(371) Puerto Rico.....	Puerto Rico	Puerto Rico	Oct. 1, 1942	Feb. 1, 1944	Mar. 31, 1944

<sup>1</sup>This regulation is applicable only to that portion of the defense-rental area set forth in the third column of this Schedule A.<sup>2</sup>Sections 1, 6, 13.<sup>3</sup>Remaining sections.<sup>4</sup>Items added by Am. 51, effective 4-1-45.

[Schedule A amended by Am. 1, 8 F.R. 9020, effective 7-1-43; Am. 4, 8 F.R. 10741, effective 8-1-43; Am. 5, 8 F.R. 12025, effective 9-1-43; Am. 10, 8 F.R. 14663, 15585, effective 10-27-43; Am. 11, 8 F.R. 14815, effective 11-1-43; Am. 13, 8 F.R. 16203, 16427, effective 12-1-43; Am. 14, 8 F.R. 17297, effective 1-1-44; Am. 15, 9 F.R. 206, effective 2-1-44; Am. 16, 9 F.R. 972, effective 2-1-44; Am. 18, 9 F.R. 2289, effective 3-1-44; Am. 19, 9 F.R. 3231, effective 4-1-44; Am. 22, 9 F.R. 4541, effective 5-1-44; Am. 23, 9 F.R. 5807, effective 6-1-44; Am. 24, 9 F.R. 5915, effective 6-1-44; Am. 27, 9 F.R. 6819, effective 6-17-44; Am. 28, 9 F.R. 7329, effective 7-1-44; Am. 30, 9 F.R. 9266, effective 8-1-44; Am. 31, 9 F.R. 9513, effective 9-1-44; Corr. to Amtds. 1-34, 9 F.R. 12132, effective 10-4-44; Am. 35, 9 F.R. 11541, 11610, 13857, effective 10-1-44; Am. 36, 9 F.R. 11797, effective 10-1-44; Am. 38, 9 F.R. 12808, effective 11-1-44; Am. 39, 9 F.R. 12367, effective 11-1-44; Am. 40, 9 F.R. 14060, 14357, effective 12-1-44; Am. 42, 9 F.R. 15155, effective 1-1-45; Am. 43, 10 F.R. 48, effective 1-1-45; Am. 45, 10 F.R. 1102, effective 2-1-45; and Am. 49, 10 F.R. 2402, effective 3-1-45.]

**Effective date.** This Rent Regulation for Housing shall become effective June 1, 1943. [Rent Regulation for Housing originally issued May 31, 1943.]

[Effective dates of amendments are shown in notes following the parts affected.]

**NOTE:** All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5069; Filed, Mar. 29, 1945;  
4:10 p. m.]

**PART 1388—DEFENSE-RENTAL AREAS**  
[Rent Reg. for Hotels and Rooming Houses,<sup>1</sup>  
Incl. Amdts. 1-47]

**HOTELS AND ROOMING HOUSES**

This compilation of Rent Regulation for Hotels and Rooming Houses includes Amendment 47, effective April 1, 1945. The text amended by Amendment 47 is underscored. Items added are indicated by note.

§ 1388.1231 *Rent Regulation for Hotels and Rooming Houses.* The Rent Regulation for Hotels and Rooming Houses is annexed hereto and made a part hereof.

**Sec.**

1. Scope of this regulation.
2. Prohibition.
3. Minimum services, furniture, furnishings, and equipment.
4. Maximum rents.
5. Adjustments and other determinations.
6. Removal of tenant.
7. Registration and records.
8. Inspection.
9. Evasion.
10. Enforcement.
11. Procedure.
12. Petitions for amendment.
13. Definitions.  
Schedule A.

**AUTHORITY:** § 1388.1231 issued under 56 Stat. 23, 765; Pub. Law 383, 78th Cong.

**SECTION 1. Scope of this regulation—**

(a) *Rooms in hotels and rooming houses and Defense-Rental Areas to which this regulation applies.* This regulation applies to all rooms in hotels and rooming houses within each of the defense-rental areas and each of the portions of a defense-rental area (each of which is referred to hereinafter in this regulation as the "Defense-Rental Area") which are listed in Schedule A of this regulation, except as provided in paragraph (b) of this section.

In Schedule A, "the maximum rent date" and "the effective date of regulation" is given for each Defense-Rental Area listed. More than one effective date is given for different portions of a Defense-Rental Area where the same effective date is not applicable to the entire Defense-Rental Area. Wherever the words "the maximum rent date" or the words "the effective date of regulation" are referred to in this regulation, the dates given in Schedule A for the particular Defense-Rental Area or portion

of the Defense-Rental Area in which the room is located shall apply. The effective date listed in Schedule A in each instance is the date rent regulation was effective in the particular Defense-Rental Area or portion of the Defense-Rental Area for rooms in hotels and rooming houses.

(b) *Housing to which this regulation does not apply.* This regulation does not apply to the following:

(1) *Farming tenants.* Rooms situated on a farm and occupied by a tenant who is engaged for a substantial portion of his time in farming operations thereon.

(2) *Service employees.* Dwelling space occupied by domestic servants, caretakers, managers, or other employees to whom the space is provided as part or all of their compensation and who are employed for the purpose of rendering services in connection with the premises of which the dwelling space is a part.

[Subparagraph (2) amended by Am. 44, 10 F.R. 2404, effective 3-1-45]

(3) *Charitable or educational institutions.* Rooms in hospitals, or rooms of charitable or educational institutions used in carrying out their charitable or educational purposes.

(4) *Entire structures used as hotels or rooming houses.* Entire structures or premises used as hotels or rooming houses, as distinguished from the rooms within such hotels or rooming houses.

(5) *Non-profit clubs.* Rooms in a bona fide club certified by the Administrator as exempt. The Administrator shall so certify if, on written request of the landlord, he finds that the club (i) is a non-profit organization and is recognized as such by written statement of the Bureau of Internal Revenue, (ii) rents rooms only to members, bona fide guests of members, and members of bona fide clubs with which the club has reciprocal arrangements for the exchange of privileges, and (iii) is otherwise operated as a bona fide club.

[Subparagraph (5) amended by Am. 14, 9 F.R. 2165, effective 2-24-44; Am. 23, 9 F.R. 6569, effective 6-15-44; and Am. 41, 10 F.R. 330, effective 1-10-45]

(6) *College fraternity or sorority houses.* Rooms in a bona fide college fraternity or sorority house certified by the Administrator as exempt. The Administrator shall so certify if, on written request of the landlord, he finds that the fraternity or sorority is a bona fide organization operated for the benefit of students and not for profit as a commercial or business enterprise. This exemption shall not apply when the rooms are rented to persons who are not members of the fraternity or sorority.

[Subparagraph (6) added by Am. 41, 10 F.R. 330, effective 1-10-45]

(7) *Resort housing—(i) Exemption.* Rooms located in a resort community and customarily rented or occupied on a seasonal basis prior to October 1, 1944, which were not rented during any portion of the period beginning on November 1, 1943 and ending on February 29, 1944. The landlord shall file a report of such accommodations on the form provided therefor, between April 1, 1945 and May 31, 1945, inclusive.

This exemption shall be effective only from June 1, 1945 to September 30, 1945, inclusive.

(ii) *Exception from exemption.* The provisions of section 1 (b) (7) (i) shall not apply to rooms in the Madison, Wisconsin Defense-Rental Area.

[Subparagraph (7) added by Am. 43, 10 F.R. 1452, effective 2-3-45]

(c) *Effect of this regulation on leases and other rental agreements.* The provisions of any lease or other rental agreement shall remain in force pursuant to the terms thereof, except insofar as those provisions are inconsistent with this regulation.

(d) *Waiver of benefit void.* An agreement by the tenant to waive the benefit of any provision of this regulation is void. A tenant shall not be entitled by reason of this regulation to refuse to pay or to recover any portion of any rents due or paid for use or occupancy prior to the effective date of regulation.

(e) *Election by landlord to bring housing under this regulation.* Where a building or establishment which does not come within the definitions of a hotel or rooming house contains one or more furnished rooms or other furnished housing accommodations rented on a daily, weekly, or monthly basis, the landlord may, with the consent of the Administrator, elect to bring all housing accommodations within such building or establishment under the control of this regulation. A landlord who so elects shall file a registration statement under this regulation for all such housing accommodations, accompanied by a written request to the Administrator to consent to such election.

If the Administrator finds that the provisions of this regulation establishing maximum rents are better adapted to the rental practices for such building or establishment than the provisions of the Rent Regulation for Housing, he shall consent to the landlord's election. Upon such consent, all housing accommodations within such building or establishment which are or hereafter may be rented or offered for rent shall become subject to the provisions of this regulation, and shall be considered rooms within a rooming house for the purposes of the provisions relating to eviction.

The landlord may at any time, with the consent of the Administrator, revoke his election, and thereby bring under the control of the Rent Regulation for Housing all housing accommodations previously brought under this regulation by such election. He shall make such revocation by filing a registration statement or statements under the Rent Regulation for Housing, including in such registration statement or statements all housing accommodations brought under this regulation by such election. Such registration statement or statements shall be accompanied by a written request to the Administrator to consent to such revocation. The Administrator may defer action on such request if he has taken or is about to take action to decrease the maximum rents of any housing accommodations within such building or establishment. If the Administrator finds that the revocation so requested will not

<sup>1</sup> 9 F.R. 11322.



result in substantial increases in the maximum rents of housing accommodations affected by such revocation, he shall give such consent. Upon such consent, all housing accommodations affected by such revocation shall become subject to the provisions of the Rent Regulation for Housing.

**SEC. 2. Prohibition—(a) Prohibition against higher than maximum rents.** Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person shall demand or receive any rent for or in connection with the use or occupancy on and after the effective date of regulation of any room in a hotel or rooming house within the Defense-Rental Area higher than the maximum rents provided by this regulation; and no person shall offer, solicit, attempt, or agree to do any of the foregoing. Lower rents than those provided by this regulation may be demanded or received.

[Paragraph (a) amended by Am. 30, 9 F.R. 10631, effective 9-1-44]

**(b) Terms of occupancy—(1) Tenant not required to change term of occupancy.** No tenant shall be required to change his term of occupancy.

**(2) Term of occupancy during June 1942.** Where, during June 1942, a room was rented or offered for rent for a weekly or monthly term of occupancy, the landlord shall continue to offer the room for rent for that term of occupancy except that he is not required to rent for that term more than the greatest number of rooms which were rented for the term at any one time during June 1942. However, if, during the year ending on June 30, 1942, a landlord had regular and definite seasonal practices with reference to the renting of rooms on a weekly or monthly basis, he may request the Administrator to approve such practices. When approval is given the landlord shall offer rooms for rent for weekly and monthly terms of occupancy pursuant to the practices so approved. The Administrator may withdraw approval at any time if he finds that the landlord has failed to conform to such practices, or if he finds that the effects of the approval are inconsistent with the Act or this regulation or are likely to result in the circumvention or evasion thereof.

**(3) Request by tenant to change term of occupancy.** Any tenant on a daily or weekly term of occupancy shall on request be permitted by the landlord to change to a weekly or monthly term unless the landlord is then renting for such term a number of rooms equal to the number which he is required to rent for that term under subparagraph (2). If the room occupied by such tenant was not rented or offered for rent for such term during June 1942, the landlord may transfer the tenant to a room, as similar as possible, which was so rented or offered for rent.

**(4) Monthly term of occupancy in tourist camps, etc.** Where, since October 1, 1942, a room, cabin, or similar accommodations in a tourist camp, cabin camp, auto court or similar establishment has been or is hereafter rented to the same tenant for a continuous period of 60 days

or longer on a daily basis, the landlord shall offer such room, cabin or other accommodations for rent for a monthly term of occupancy, regardless of the provisions of subparagraph (2) of this paragraph. The room, cabin or other accommodations shall be offered for rent on a monthly basis for each number of occupants for which it is offered by the landlord for any other term of occupancy. Any tenant of such room, cabin or other accommodations on a daily or weekly basis shall on request be permitted by the landlord to change to a monthly term of occupancy.

[Subparagraph (4) amended by Am. 19, 9 F.R. 5002, effective 5-12-44]

**(5) Defense-rental areas with maximum rent date later than March 1, 1942—(i) Maximum rent date later than March 1, 1942 but prior to July 1, 1943.** In Defense-Rental Areas with a maximum rent date later than March 1, 1942 but prior to July 1, 1943, in section 2 (b) (2) the words "June 1943" shall be substituted for the words "June 1942" and the words "June 30, 1943" shall be substituted for the words "June 30, 1942"; in section 2 (b) (3) the words "June 1943" shall be substituted for the words "June 1942"; and in section 2 (b) (4) the words "the maximum rent date" shall be substituted for the words "October 1, 1942"

**(ii) Maximum rent date of July 1, 1943, or later.** In Defense-Rental Areas with a maximum rent date of July 1, 1943, or later, in section 2 (b) (2) the words "the thirty days ending on the maximum rent date" shall be substituted for the words "June 1942" and the words "the maximum rent date" shall be substituted for the words "June 30, 1942"; in section 2 (b) (3) the words "the thirty days ending on the maximum rent date" shall be substituted for the words "June 1942"; and in section 2 (b) (4) the words "the maximum rent date" shall be substituted for the words "October 1, 1942."

[Subparagraph (5) added by Am. 10, 8 F.R. 16893, effective 12-16-43; amended by Am. 21, 9 F.R. 5828, effective 6-1-44]

**(6) Weekly and monthly terms of occupancy 50% or less.** A landlord who is required to rent for weekly or monthly terms of occupancy 50% or less of the rooms in an establishment, under subparagraphs (2) and (4) of this paragraph, may petition the Administrator to be relieved of such requirement. Upon issuance of an order granting such petition, the provisions of subparagraphs (2) (3) and (4) of this paragraph no longer shall apply to the rooms in the establishment; but, unless otherwise provided in the order, the maximum rent for a weekly term of occupancy shall apply where, after the date of issuance of the order, a tenant remains in occupancy for a continuous period of more than ten days, and the maximum rent for a monthly term of occupancy shall apply where, after the date of issuance of the order, a tenant remains in occupancy for a continuous period of more than 30 days, regardless of whether the tenant occupies the same room in the establishment during the specified period. The maximum rent on a weekly or monthly

basis, as the case may be, shall apply from the date of issuance of the order or the date on which occupancy commenced, whichever is the later.

If the landlord establishes that it was not his practice, during a reasonable period prior to the effective date of regulation, to rent on a weekly basis, the order shall provide only for the application of the maximum monthly rent after 30 days' occupancy pursuant to the foregoing provisions. If the landlord establishes that it was not his practice, during such period, to rent on a monthly basis, the order shall provide only for the application of the maximum weekly rent pursuant to the foregoing provisions.

The order of the Administrator granting the landlord's petition may fix the maximum rents for weekly and monthly terms of occupancy and for different numbers of occupants for those terms pursuant to section 4 (g). Immediately upon issuance of the order, the landlord shall post maximum rents established for weekly and monthly terms of occupancy in the manner provided by section 7 (b) to the extent that the order requires the application of such rents.

The Administrator may revoke the order at any time if he finds that its effect is inconsistent with the purposes of the Act of this regulation or is likely to result in the circumvention or evasion thereof.

[Subparagraph (6) added by Am. 19, 9 F.R. 5002, effective 5-12-44 and amended by Am. 38, 9 F.R. 14238, effective 12-2-44]

**(7) If the landlord's duty under subparagraph (2), with reference to a room is in dispute, or in doubt, or not known,** the Administrator, at any time on his own initiative may issue an order determining the necessary facts and establishing such duty; or, if the Administrator is unable to ascertain the necessary facts, he may issue an order pursuant to subparagraph (8).

**(8) Where subparagraph (2) does not require the offering of a room on a weekly or monthly basis, or where the Administrator is unable to ascertain the facts necessary to establish the landlord's duty under that paragraph,** he may at any time on his own initiative issue an order requiring the room to be offered for rent for a weekly or monthly term of occupancy, or both. The Administrator may issue such orders if he finds that, during a reasonable period prior to the time the proceeding hereunder is commenced, the room has been rented under circumstances which make appropriate the application of weekly or monthly rents. In determining whether the landlord shall be required to offer the room on a weekly basis, or on a monthly basis, or both, the Administrator will consider the practices which prevailed in the defense-rental area for similar accommodations during a reasonable period prior to the effective date of regulation.

Upon issuance of such an order, the room shall be offered for rent on a weekly or monthly basis, or both, as the order may require, for each number of occupants for which it is offered by the landlord for any other term of occupancy. A tenant of the room on a daily or weekly basis shall on request be permitted by

the landlord to change to any term of occupancy which the landlord is required to offer pursuant to the order.

[Subparagraphs (7) and (8) added by Am. 38, 9 F.R. 14238, effective 12-2-44]

(c) *Security deposits*—(1) *General prohibition.* Regardless of any contract, agreement, lease or other obligation heretofore or hereafter entered into, no person on or after September 1, 1944, shall demand or receive a security deposit for or in connection with the use or occupancy of any room in a hotel or rooming house within the Defense-Rental Area or retain any security deposit received prior to or on or after September 1, 1944, except as provided in this paragraph (c). The term "security deposit," in addition to its customary meaning, includes any prepayment of rent except payment in advance of the next periodic installment of rent for a period no longer than one month.

(2) *Maximum rent established under section 4 (a)* Where the maximum rent of the housing accommodations is or initially was established under section 4 (a) no security deposit shall be demanded, received, or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement in effect on the date determining the maximum rent.

(3) *Maximum rent established under section 4 (b) or (c)*—(i) *Renting prior to effective date of regulation.* Where the maximum rent of the housing accommodations is or initially was established under section 4 (b) or (c) by a renting prior to the effective date of regulation, no security deposit shall be demanded, received or retained except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) provided for in the lease or other rental agreement under which the accommodations were first rented or in any order heretofore or hereafter issued with reference to such security deposit. Where such lease or other rental agreement provided for a security deposit, the Administrator at any time, on his own initiative or on application of the tenant, may order a decrease in the amount of such deposit or may order its elimination.

(ii) *Renting on or after effective date of regulation.* Where the maximum rent of the housing accommodations is or initially was established under section 4 (b) or (c) by a renting on or after the effective date of regulation no security deposit shall be demanded or received.

(4) *Maximum rent established under section 4 (d) or (f)* Where the maximum rent of the housing accommodations is or initially was established under section 4 (d) or (f), no security deposit shall be demanded or received, except in the amount (or any lesser amount) and on the same terms and conditions (or on terms and conditions less burdensome to the tenant) as provided in the lease or other rental agreement in effect on September 1, 1944. Where such accommodations are first rented after September 1, 1944, no security deposit shall be demanded, received, or retained.

(5) *Deposits to secure the return of certain movable articles.* Notwithstanding the preceding provisions of this paragraph (c), any landlord may petition for an order authorizing the demand and receipt of a deposit to secure the return of movable articles. If the landlord shows that he has a special need therefor, the Administrator may enter an order authorizing a security deposit, not in excess of ten dollars to secure the return of the movable articles specified in the order.

[Paragraph (c) added by Am. 30, 9 F.R. 10631, effective 9-1-44 and amended by Am. 34, 9 F.R. 12413, effective 10-12-44]

SEC. 3. *Minimum services, furniture, furnishings, and equipment.* Except as set forth in section 5 (b) every landlord shall, as a minimum, provide with a room the same essential services, furniture, furnishings and equipment as those provided on the date or during the thirty-day period determining the maximum rent, and as to other services, furniture, furnishings, and equipment not substantially less than those provided on such date or during such period: *Provided, however* That where fuel oil is used to supply heat or hot water for a room, and the landlord provided heat or hot water on the date or during the thirty-day period determining the maximum rent, the heat and hot water which the landlord is required to supply shall not be in excess of the amount which he can supply under any statute, regulation or order of the United States or any agency thereof which rations or limits the use of fuel oil.

SEC. 4. *Maximum rents.* This section establishes separate maximum rents for different terms of occupancy (daily; weekly or monthly) and numbers of occupants of a particular room. Maximum rents for rooms in a hotel or rooming house (unless and until changed by the Administrator as provided in section 5) shall be:

(a) *Rented or regularly offered during maximum rent period.* For a room rented or regularly offered for rent during the thirty days ending on the maximum rent date, the highest rent for each term or number of occupants for which the room was rented during that thirty-day period, or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(b) *First rented or regularly offered after maximum rent period.* For a room neither rented nor regularly offered for rent during the thirty days ending on the maximum rent date, the highest rent for each term or number of occupants for which the room was rented during the thirty days commencing when it was first offered for rent after the maximum rent date; or, if the room was not rented or was not rented for a particular term or number of occupants during that period, the rent for each term or number of occupants for which it was regularly offered during such period.

(c) *First rent after maximum rent date where no maximum rent established under (a) or (b).* For a room

rented for a particular term or number of occupants for which no maximum rent is established under paragraphs (a) or (b) of this section the first rent for the room after the maximum rent date for that term and number of occupants, but not more than the maximum rent for similar rooms for the same term and number of occupants in the same hotel or rooming house.

(d) *Rooms constructed and owned by the government.* For a room constructed by the United States or any agency thereof, or by a State of the United States or any of its political subdivisions, or any agency of the State or any of its political subdivisions, and owned by any of the foregoing, the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date, as determined by the owner of such room: *Provided, however*, That any corporation formed under the laws of a State shall not be considered an agency of the United States within the meaning of this paragraph. The Administrator may order a decrease in the maximum rent as provided in section 5 (c) (1).

(e) *Meals with room.* For a room with which meals were provided during the thirty-day period determining the maximum rent without separate charge therefor, the rent apportioned by the landlord from the total charge for the room and meals. The landlord's apportionment shall be fair and reasonable and shall be reported in the registration statement for such room. The Administrator at any time on his own initiative or on application of the tenant may by order decrease the maximum rent established by such apportionment, if he finds that the apportionment was unfair or unreasonable.

Every landlord who provides meals with accommodations shall make separate charges for the two.

In Defense-Rental Areas with a maximum rent date of March 1, 1942 or earlier, no landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on June 15, 1942. In Defense-Rental Areas with a maximum rent date later than March 1, 1942, no landlord shall require the taking of meals as a condition of renting any room unless the room was rented or offered for rent on that basis on the maximum rent date.

[Above two paragraphs amended by Am. 10, 8 F.R. 16893, effective 12-16-43]

(f) *Rooms subject to rent schedule of War or Navy Department.* For a room rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department, the rents established by such rent schedule.

[Paragraph (f) amended by Am. 5, 8 F.R. 12795, effective 9-20-43]

(g) *Rent fixed by order of Administrator.* For a room for a particular term or number of occupants for which no maximum rent has been established under any other provision of this regulation, the rent fixed by order of the Administrator as provided in this paragraph (g)

The Administrator at any time on his own initiative or on petition of the landlord may enter an order fixing the maximum rent and specifying the minimum services for a room for a particular term or number of occupants for which no maximum rent has been established prior to issuance of the order under any other provision of this regulation. Such maximum rent shall be fixed on the basis of the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

[Paragraph (g) added by Am. 19, 9 F.R. 5002, effective 5-12-44]

(h) *Rooms in the Malvern, Arkansas Defense-Rental Area.* For the rooms in the Malvern, Arkansas Defense-Rental Area for which the maximum rent was changed or established by order of the Administrator between October 1, 1942 and November 30, 1943, inclusive, the rent provided by such order. Any order issued by the Administrator for rooms in the Malvern, Arkansas Defense-Rental Area between October 1, 1942 and November 30, 1943, inclusive, which was in effect on the latter date, shall be effective under this regulation.

[Paragraph (h) added by Am. 40, 10 F.R. 47, effective 1-1-45; corrected 10 F.R. 655, effective 1-16-45]

**SEC. 5. Adjustments and other determinations.** In the circumstances enumerated in this section, the Administrator may issue an order changing the maximum rents otherwise allowable or the minimum services required.

In those cases involving a major capital improvement, an increase or decrease in services, furniture, furnishings or equipment, or a deterioration, the adjustment in the maximum rent shall be the amount the Administrator finds would have been on the maximum rent date the difference in the rental value of the housing accommodations by reason of such change: *Provided, however* That no adjustment shall be ordered where it appears that the rent on the date or during the thirty-day period determining the maximum rent was fixed in contemplation of and so as to reflect such change.

In all other cases, except those under paragraphs (a) (7) (a) (9) (c) (4) and (c) (5) of this section, the adjustment shall be on the basis of the rent which the Administrator finds was generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

[Above paragraph amended by Am. 29, 9 F.R. 10188, effective 9-1-44]

In cases involving construction, due consideration shall be given to general increases in costs of construction, if any, in the defense-rental area since the maximum rent date.

In cases under paragraphs (a) (7) and (c) (4) of this section, the adjustment shall be on the basis of the rents which the Administrator finds were generally prevailing in the defense-rental area for comparable housing accommodations

during the year ending on the maximum rent date.

[Above paragraphs amended by Am. 17, 9 F.R. 3421, effective 3-29-44; and Am. 27, 9 F.R. 9428, effective 8-3-44]

In cases under paragraph (a) (9) of this section, the adjustment shall be on the basis of the rents which the Administrator finds necessary to relieve the substantial hardship: *Provided, That* the adjustment shall not result in a maximum rent higher than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

In cases under paragraph (c) (5) of this section, the adjustment in the maximum rent shall be in the amount the Administrator finds warranted by the modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (9) of this section: *Provided, That* no decrease shall be ordered in an amount greater than the adjustment ordered under paragraph (a) (9) of this section.

[Above paragraphs added by Am. 29, 9 F.R. 10188, effective 9-1-44]

(a) *Grounds for increase of maximum rents.* Any landlord may file a petition for adjustment to increase the maximum rent otherwise allowable, only on the ground that:

(1) *Major capital improvement since maximum-rent period.* There has been, since the thirty-day period or the order determining the maximum rent for the room, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance.

(2) *Change prior to maximum rent date.* There was, on or prior to the maximum rent date, a substantial change in the room by a major capital improvement as distinguished from ordinary repair, replacement and maintenance or a substantial increase in services, furniture, furnishings or equipment, and the rent during the thirty-day period ending on the maximum rent date was fixed by a lease or other rental agreement which was in force at the time of such change or increase.

[Subparagraph (2) amended by Am. 31, 9 F.R. 11322, effective 9-13-44]

(3) *Substantial increase in services, furniture, furnishings or equipment.* There has been a substantial increase in the services, furniture, furnishings or equipment provided with the room since the thirty-day period or the order determining its maximum rent.

(4) *Special relationship between landlord and tenant.* The rent during the thirty-day period determining the maximum rent was materially affected by the blood, personal or other special relationship between the landlord and the tenant, or by an allowance or discount to a tenant of a class of persons to whom the landlord regularly offered such an allowance or discount, and as a result was substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(5) *Lease for term commencing one year or more before maximum rent date.* There was in force on the maximum rent date a written lease, for a term commencing on or prior to the date one year before the maximum rent date, requiring a rent substantially lower than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(6) *Varying rents.* The rent during the thirty-day period determining the maximum rent was established by a lease or other rental agreement which provided for a substantially higher rent at other periods during the term of such lease or agreement.

(7) *Seasonal demand.* The rent during the thirty-day period determining the maximum rent for the room was substantially lower than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(8) *Peculiar circumstances.* The rent during the thirty-day period determining the maximum rent was materially affected by peculiar circumstances and as a result was substantially lower than the rent generally prevailing in the defense-rental area for comparable housing accommodations on the maximum rent date.

[Subparagraph (8) added by Am. 25, 9 F.R. 8054, effective 7-17-44]

(9) *Substantial hardship from increase in property taxes or operating costs.* Substantial hardship has resulted from a substantial decrease in the net income (before interest) of the property for the current year as compared with a representative period to the maximum rent date, due to a substantial and unavoidable increase in property taxes or operating costs.

For the purposes of this paragraph (a) (9) the term:

(i) "Net income (before interest)" means the amount determined by subtracting unavoidable property taxes and operating costs actually paid or accrued from total income earned.

(ii) "Property taxes and operating costs" includes all expenses necessary to the operation and maintenance of the property actually paid or accrued and properly allocated, including depreciation but excluding interest.

(iii) "Property" includes one or more structures operated as a single unit or enterprise.

(iv) "Total income earned" includes rental and other income earned from the property and the rental value of housing accommodations in the property occupied without the full payment of rent.

(v) "Current year" means the most recent calendar or fiscal year used by the landlord or the twelve calendar months immediately prior to the filing of the petition for adjustment: *Provided, That* it shall begin on or after the maximum rent date: *And provided further* That it shall be the twelve calendar months im-

mediately prior to the filing of the petition where the most recent calendar or fiscal year would begin prior to the effective date of regulation.

[Subparagraph (v) amended by Am. 44, 10 F.R. 2404, effective 3-1-45]  
[Subparagraph (9) added by Am. 29, 9 F.R. 10188, 10718, effective 9-1-44]

(b) *Decreases in minimum services, furniture, furnishings and equipment—*

(1) *Decreases existing on effective date.* If, on the effective date of this regulation, the services provided for a room are less than the minimum services required by section 3; the landlord shall either restore and maintain such minimum services, or, within 30 days (or, within 60 days for rooms within the Los Angeles Defense-Rental Area) after such effective date, file a petition requesting approval of the decreased services. If, on such effective date (or, on December 1, 1942 where the effective date of regulation is prior to that date) the furniture, furnishings or equipment provided with a room are less than the minimum required by section 3, the landlord shall, within 30 days after such date, file a written report showing the decrease in furniture, furnishings or equipment.

(2) *Decreases after effective date.* Except as above provided, the landlord shall, until the room becomes vacant, maintain the minimum services, furniture, furnishings and equipment unless and until he has filed a petition to decrease the services, furniture, furnishings or equipment and an order permitting a decrease has been entered thereon; however, if it is impossible to provide the minimum services, furniture, furnishings or equipment he shall file a petition within 10 days after the change occurs. When the room becomes vacant the landlord may, on renting to a new tenant, decrease the services, furniture, furnishings or equipment below the minimum; within 10 days after so renting the landlord shall file a written report showing such decrease.

(3) *Adjustment in maximum rent for decreases.* The order on any petition under this paragraph (b) may require an appropriate adjustment in the maximum rent; and any maximum rent for which a report is required by this paragraph (b) may be decreased in accordance with the provisions of section 5.

(c) (3)

If the landlord fails to file the petition or report required by this paragraph (b) within the time specified, or decreases the services, furniture, furnishings, or equipment without an order authorizing such decrease where such order is required, the rent received by the landlord for any rental period commencing on or after such decrease or the effective date of regulation (or December 1, 1942 where the effective date of regulation is prior to that date) whichever is the later, shall be received subject to refund to the tenant of any amount in excess of the maximum rent which may later be fixed by any order decreasing

the maximum rent on account of such decrease in services, furniture, furnishings, or equipment. Such amount shall be refunded to the tenant within 30 days after the date of issuance of the order. If the Administrator finds that the landlord was not at fault in failing to comply with this paragraph (b), the order may relieve the landlord of the duty to refund. The foregoing provisions and any refund thereunder do not affect any civil or criminal liability provided by the Act for failure to comply with any requirement of this paragraph (b)

[Subparagraph (3) amended by Am. 47, effective 4-1-45]

(c) *Grounds for decrease of maximum rent.* The Administrator at any time, on his own initiative or on application of the tenant, may order a decrease of the maximum rent otherwise allowable, only on the grounds that:

(1) *Rent higher than rent generally prevailing.* The maximum rent for the room is higher than the rent generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(2) *Substantial deterioration.* There has been a substantial deterioration of the room other than ordinary wear and tear since the date or order determining its maximum rent.

(3) *Decrease in services, furniture, furnishings or equipment.* There has been a decrease in the minimum services, furniture, furnishings or equipment required by section 3 since the date or order determining the maximum rent.

(4) *Seasonal demand.* The rent on the date determining the maximum rent for the room was substantially higher than at other times of year by reason of seasonal demand for such room. In such cases the Administrator's order may if he deems it advisable provide for different maximum rents for different periods of the calendar year.

(5) *Modification or elimination of necessity for increase under section 5*

(a) (9) There has been a modification or elimination of the necessity for the increase in the maximum rent granted under paragraph (a) (9) of this section, since the order, issued under that paragraph.

[Subparagraph (5) added by Am. 29, 9 F.R. 10188, effective 9-1-44]

(d) *Orders when facts are in dispute, in doubt, or not known.* If the rent on the date determining the maximum rent, or any other fact necessary to the determination of the maximum rent, is in dispute between the landlord and the tenant, or is in doubt, or is not known, the Administrator on petition of the landlord filed within 30 days after the effective date of regulation, or at any time on his own initiative, may enter an order fixing the maximum rent by determining such fact; or if the Administrator is unable to ascertain such fact he shall enter the order on the basis of the rent which he finds was generally prevailing in the Defense-Rental Area for comparable housing accommodations on the maximum rent date.

(e) *Interim orders.* Where a petition is filed by a landlord on one of the grounds set out in paragraph (a) or (d) of this section, or a proceeding is initiated by the Administrator under paragraph (d) the Administrator may enter an interim order increasing or fixing the maximum rent until further order, subject to refund by the landlord to the tenant of any amount received in excess of the maximum rent established by final order in such proceeding. The receipt by the landlord of any rent authorized by such interim order shall constitute an agreement by the landlord with the tenant to refund to the tenant any amount received in excess of the maximum rent established by final order. The landlord shall make such refund either by repayment in cash or, where the tenant remains in occupancy after the effective date of the final order, by deduction from the next installment of rent, or both.

[Paragraph (e) added by Am. 8, 8 F.R. 16032, effective 11-25-43]

SEC. 6. *Removal of tenant—*(a) *Restrictions on removal of tenant.* So long as the tenant continues to pay the rent to which the landlord is entitled, no tenant of a room within a hotel or rooming house shall be removed from such room, by action to evict or to recover possession, by exclusion from possession, or otherwise, nor shall any person attempt such removal or exclusion from possession, notwithstanding that such tenant has no lease or that his lease or other rental agreement has expired or otherwise terminated unless:

(1) *Tenant's refusal to renew lease.* The tenant, who had a written lease or other written rental agreement, has refused upon demand of the landlord to execute a written extension or renewal thereof for a further term of like duration but not in excess of one year, for a rent not in excess of the maximum rent, but otherwise on the same terms and conditions as the previous lease or agreement, except insofar as such terms and conditions are inconsistent with this regulation; or

[Subparagraph (1) amended by Am. 44, 10 F.R. 2404, effective 3-1-45]

(2) *Tenant's refusal of access.* The tenant has unreasonably refused the landlord access to the room for the purpose of inspection or of showing the room to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein: *Provided, however,* That such refusal shall not be ground for removal or eviction if such inspection or showing of the room is contrary to the provisions of the tenant's lease or other rental agreement; or

(3) *Violating obligation of tenancy or committing nuisance.* The tenant (i) has violated a substantial obligation of his tenancy, other than an obligation to pay rent, and has continued, or failed to cure such violation after written notice by the landlord that the violation cease or (ii) is committing or permitting a nuisance or is using or permitting a use of the room for an immoral or illegal purpose; or



(4) *Demolition or alteration by landlord.* The landlord seeks in good faith to recover possession for the immediate purpose of demolishing the room or of substantially altering or remodeling it in a manner which cannot practicably be done with the tenant in occupancy and the plans for such alteration or remodeling have been approved by the proper authorities, if such approval is required by local law or

(5) *Room not offered for rent.* The landlord seeks in good faith not to offer the room for rent. If a tenant has been removed or evicted from a room under this paragraph (a) (5) the landlord shall file a written report on a form provided therefor before renting the room during a period of 6 months after such removal or eviction.

(b) *Administrator's certificate.* No tenant shall be removed or evicted on grounds other than those stated above unless, on petition of the landlord, the Administrator certifies that the landlord may pursue his remedies in accordance with the requirements of the local law. The Administrator shall so certify if the landlord establishes that removals or evictions of the character proposed are not inconsistent with the purposes of the Act or this regulation and would not be likely to result in the circumvention or evasion thereof.

(c) *Notice to Area Rent Office.* At the time of commencing any action to remove or evict a tenant (except an action based on non-payment of a rent not in excess of the maximum rent) the landlord shall give written notice thereof to the Area Rent Office stating the title and number of the case, the court in which it is filed, the name and address of the tenant and the grounds on which eviction is sought.

(d) *Exceptions from section 6.* The provisions of this section do not apply to:

(1) *Subtenants.* A subtenant or other person who occupied under a rental agreement with the tenant where removal or eviction of the subtenant or other such occupant is sought by the landlord of the tenant, unless under the local law there is a tenancy relationship between the landlord and the subtenant or other such occupant.

(2) *Daily or weekly tenants in hotel and daily tenants in rooming house.* A tenant occupying a room within a hotel on a daily or weekly basis; or a tenant occupying on a daily basis a room within a rooming house which has heretofore usually been rented on a daily basis: *Provided,* That the provisions of this section do apply to a tenant on a daily or weekly basis who has requested a weekly or monthly term of occupancy pursuant to section 2 (b) (3) or (4)

(3) *Rooms subject to rent schedule of War or Navy Department.* Rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments, for which the rent is fixed by the national rent schedule of the War or Navy Department.

(4) *One or two occupants.* An occupant of a furnished room or rooms not constituting an apartment, located within the residence occupied by the landlord or his immediate family, where

such landlord rents to not more than two occupants within such residence.

(5) *Renting to family in landlord's residence.* A family which on or after August 1, 1943 moves into a furnished room or rooms not constituting an apartment, located within the residence occupied by the landlord or his immediate family, where such landlord does not rent to any person within such residence other than those in the one family.

[Subparagraph (5) added by Am. 2, 8 F.R. 10618, effective 8-1-43]

(e) *Local law.* No provision of this section shall be construed to authorize the removal of a tenant unless such removal is authorized under the local law.

SEC. 7. *Registration and records—(a) Registration statement.* On or before the date specified in Schedule A of this regulation every landlord of a room rented or offered for rent shall file a written statement on the form provided therefor, containing such information as the Administrator shall require, to be known as a registration statement. Any maximum rent established after the effective date of regulation under paragraphs (b) or (c) of section 4 shall be reported either on the first registration statement or on a statement filed within 5 days after such rent is established.

(b) *Posting maximum rents.* Within 45 days after the effective date of regulation (or, on or before May 31, 1943, as to rooms within the Cincinnati Defense-Rental Area), or within 5 days after a maximum rent is established under paragraph (b), (c) or (g) of section 4, whichever is the later, every landlord shall post and thereafter keep posted conspicuously in each room rented or offered for rent a card or sign plainly stating the maximum rent or rents for all terms of occupancy and for all numbers of occupants for which the room is rented or offered for rent. Where the taking of meals by the tenant or prospective tenant is a condition of renting such room, the card or sign shall so state. Should the maximum rent or rents for the room be changed by order of the Administrator the landlord shall alter the card or sign so that it states the changed rent or rents.

[Above paragraph amended by Am. 44, 10 F.R. 2404, effective 3-1-45]

The foregoing provisions of this paragraph shall not apply to rooms under section 4 (d). The owner of such rooms shall post a copy of the registration statement in a place where it will be available for inspection by the tenants of such rooms.

(c) *Receipt for amount paid.* No payment of rent need be made unless the landlord tenders a receipt for the amount to be paid.

(d) *Rooms subject to rent schedule of War or Navy Department.* The provisions of this section shall not apply to rooms rented to either Army or Navy personnel, including civilian employees of the War and Navy Departments for which the rent is fixed by the national rent schedule of the War or Navy Department.

(e) *Records—(1) Existing records.* Every landlord of a room rented or of-

fered for rent shall preserve, and make available for examination by the Administrator, all his existing records showing or relating to (i) the rent for each term and number of occupants for which such room was rented or regularly offered for rent during the thirty-day period determining the maximum rent for such room, (ii) the rent on any date determining a maximum rent for such room for a particular term and number of occupants under section 4 (c) (iii) rooms rented and offered for rent on a weekly and monthly basis during June 1942, in Defense-Rental Areas with a maximum rent date of March 1, 1942 or earlier, (iv) rooms rented and offered for rent on a weekly and monthly basis during June 1943, in Defense-Rental Areas with a maximum rent date later than March 1, 1942, but prior to July 1, 1943, (v) rooms rented and offered for rent on a weekly and monthly basis during the thirty days ending on the maximum rent date, in Defense-Rental Areas with a maximum rent date of July 1, 1943, or later.

[Subparagraph (1) amended by Am. 10, 8 F.R. 16893, effective 12-16-43; and Am. 21, 9 F.R. 5328, effective 6-1-44]

(2) *Record keeping.* On and after the effective date of regulation (or on and after October 19, 1942 where the effective date of regulation is prior to that date), every landlord of an establishment containing more than 20 rooms rented or offered for rent shall keep, preserve, and make available for examination by the Administrator, records showing the rents received for each room, the particular term and number of occupants for which such rents were charged, and the name and permanent address of each occupant; every other landlord shall keep, preserve, and make available for examination by the Administrator, records of the same kind as he has customarily kept relating to the rents received for rooms.

(f) *Rooms in the Malvern, Arkansas Defense-Rental Area.* Section 7 (a) shall not apply to the registration of maximum rents which were registered between October 1, 1942 and November 30, 1943, inclusive.

[Paragraph (f) added by Am. 40, 10 F.R. 47, effective 1-1-45]

SEC. 8. *Inspection.* Any person who rents or offers for rent or acts as a broker or agent for the rental of a room and any tenant shall permit such inspection of the room by the Administrator as he may from time to time require.

SEC. 9. *Evasion—(a) General.* The maximum rents and other requirements provided in this regulation shall not be evaded, either directly or indirectly in connection with the renting or leasing or the transfer of a lease of a room, by requiring the tenant to pay or obligate himself for membership or other fees, or by modification of the practices relating to payment of commissions or other charges, or by modification of the services furnished with the room, or by tying agreement, or otherwise.

(b) *Purchase of property as condition of renting.* Specifically, but without limitation on the foregoing, no person shall require a tenant or prospective



tenant to purchase or agree to purchase furniture or any other property as a condition of renting rooms.

[Section 9 amended by Am. 41, 10 F.R. 330, effective 1-10-45]

**Sec. 10. Enforcement.** Persons violating any provisions of this regulation are subject to criminal penalties, civil enforcement actions, and suits for treble damages as provided for by the Act.

**Sec. 11. Procedure.** All registration statements, reports and notices provided for by this regulation shall be filed with the Area Rent Office. All landlord's petitions and tenant's applications shall be filed with such office in accordance with Revised Procedural Regulation No. 3, (§§ 1300.201 to 1300.259a, inclusive)

**Sec. 12. Petitions for amendment.** Persons seeking any amendment of general applicability to any provision of this regulation may file petitions therefor in accordance with Revised Procedural Regulation No. 3 (§§ 1300.201 to 1300.259a, inclusive)

**Sec. 13. Definitions.** (a) When used in this regulation the term:

(1) "Act" means the Emergency Price Control Act of 1942.

(2) "Administrator" means the Price Administrator of the Office of Price Administration, or the Rent Director or such other person or persons as the Administrator may appoint or designate to carry out any of the duties delegated to him by the Act.

(3) "Rent Director" means the person designated by the Administrator as director of the Defense-Rental Area or

such person or persons as may be designated to carry out any of the duties delegated to the Rent Director by the Administrator.

(4) "Area Rent Office" means the Office of the Rent Director in the Defense-Rental Area.

(5) "Person" includes an individual, corporation, partnership, association, or any other organized group of persons, or legal successor or representative of any of the foregoing, and includes the United States or any agency thereof, or any other government, or any of its political subdivisions, or any agency of any of the foregoing.

(6) "Housing accommodations" means any building structure, or part thereof, or land appurtenant thereto, or any other real or personal property rented or offered for rent for living or dwelling purposes (including houses, apartments, hotels, rooming or boarding house accommodations, and other properties used for living or dwelling purposes) together with all privileges, services, furnishings, furniture, equipment, facilities and improvements connected with the use or occupancy of such property.

(7) "Room" means a room or group of rooms rented or offered for rent as a unit in a hotel or rooming house. The term includes ground rented as space for a trailer.

(8) "Services" includes repairs, decorating, and maintenance, the furnishing of light, heat, hot and cold water, telephone, elevator service, window shades, and storage, kitchen, bath, and laundry facilities and privileges, maid service, linen service, janitor service, the removal of refuse and any other privilege or facility connected with the use or occupancy of a room.

(9) "Landlord" includes an owner, lessor, sublessor, assignee or other person receiving or entitled to receive rent for the use or occupancy of any room, or an agent of any of the foregoing.

(10) "Tenant" includes a subtenant, lessee, sublessee, or other person entitled to the possession or to the use or occupancy of any room.

(11) "Rent" means the consideration, including any bonus, benefit, or gratuity demanded or received for or in connection with the use or occupancy of room or the transfer of a lease of such room.

[Subparagraph (11) amended by Am. 30, 9 F.R. 10631, effective 9-1-44]

(12) "Term of occupancy" means occupancy on a daily, weekly, or monthly basis.

(13) "Hotel" means any establishment generally recognized as such in its community, containing more than 50 rooms and used predominantly for transient occupancy.

(14) "Rooming house" means, in addition to its customary usage, a building or portion of a building other than a hotel in which a furnished room or rooms not constituting an apartment are rented on a short time basis of daily, weekly, or monthly occupancy to more than two paying tenants not members of the landlord's immediate family. The term includes boarding houses, dormitories, auto camps, trailers, residence clubs, tourist homes or cabins, and all other establishments of a similar nature.

(b) Unless the context otherwise requires, the definitions set forth in section 302 of the Emergency Price Control Act of 1942 shall apply to other terms used in this regulation.

SCHEDULE A—DEFENSE-RENTAL AREAS

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(1) [Revoked]					
(1a) Baldwin County	Alabama	Baldwin	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(2) Birmingham	Alabama	Calhoun, Cleburne, Jefferson, St. Clair, Shelby, and Talladega	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(3) Dothan-Ozark	Alabama	Dale and Houston	May 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Alabama	Coffee	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(4) Gadsden	Alabama	Etowah	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(5) [Revoked]					
(6) Lanett	Alabama	Chambers	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(7) Mobile	Alabama	Mobile	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(8) Montgomery	Alabama	Elmore and Montgomery	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Alabama	Macon	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(9) Muscle Shoals-Huntsville	Alabama	Colbert, Lauderdale, Limestone, Madison, and Morgan	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(10) Sema	Alabama	Dallas	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(10a) Troy, Ala.	Alabama	Pike	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(10b) Tuscaloosa	Alabama	Tuscaloosa	Nov. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(11) [Revoked]					
(12) [Revoked]					
(13) Fort Huachuca	Arizona	Cochise and Santa Cruz	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(14) Phoenix-Salt River Valley	Arizona	Gila and Maricopa	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(15) Prescott-Flagstaff	Arizona	Coconino and Yavapai	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
		That portion of the County of Mohave south of the Colorado River.	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(16) Tucson	Arizona	Pima	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(17) Yuma	Arizona	Yuma	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(18) [Revoked]					
(18a) Winslow	Arizona	In Navajo County Supervisorial Districts 1 and 2, except those portions lying within the Navajo Indian Reservation and the Sitgreaves National Forest.	July 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(19) Blytheville	Arkansas	Mississippi	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(19a) Clarksville	Arkansas	Johnson	Jan. 1, 1944	Oct. 1, 1944	Nov. 15, 1944
(19b) Camden	Arkansas	Calhoun and Ouachita	Sept. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(20) El Dorado	Arkansas	Union	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(21) Fort Smith	Arkansas	Sebastian	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(22) [Revoked]					
(22a) Hot Springs	Arkansas	Garland	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(23) Little Rock	Arkansas	Lonoke and Pulaski	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(23a) Malvern	Arkansas	Hot Spring	Mar. 1, 1942	Jan. 1, 1945	Feb. 15, 1945
	Arkansas	Saline	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(24) Newport-Walnut Ridge	Arkansas	Craighead, Independence, Jackson, and Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(25) Pine Bluff	Arkansas	Randolph	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
	Arkansas	Jefferson	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Arkansas	Arkansas County and the Southern District of Prairie County consisting of the Townships of Belcher, Center, Hazen, Lower Surrounded Hill, Roe Roe, Tyler, and Waterway.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(26) [Revoked]					
(27) [Revoked]					
(27a) Fresno	California	Fresno	Jan. 1, 1944	June 1, 1944	July 15, 1944
(27b) Imperial County	California	Imperial	Mar. 1, 1943	Sept. 1, 1944	Oct. 15, 1944
(28) Lassen County	California	Lassen	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(29) [Revoked]					
(30) Los Angeles	California	Los Angeles and Orange	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(31) Marysville-Chico	California	Sutter and Yuba	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	California	Butte	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(32) [Revoked]					
(33) Modesto-Merced	California	Merced and Stanislaus	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(33a) Monterey Bay	California	Monterey County and in Santa Cruz County the Township of Watsonville	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(34) Richmond-Vallejo	California	Contra Costa, Napa, and Solano	Jan. 1, 1941	Aug. 1, 1942	Oct. 15, 1942
(35) Riverside	California	Riverside	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(35a) Sacramento	California	Sacramento, San Joaquin and Yolo	Mar. 1, 1942	July 1, 1942	Sept. 15, 1942
(35b) San Benito	California	San Benito	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(36) San Bernardino	California	San Bernardino	Mar. 1, 1942	Sept. 1, 1942	Nov. 15, 1942
(37) San Diego	California	In the County of San Diego the Judicial Townships of Encinitas, National, and San Diego in their entireties, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
	California	County of San Diego other than the Judicial Townships of Encinitas, National, and San Diego in their entireties, and that part of the Judicial Township of El Cajon lying west of the Cleveland National Forest.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(38) San Francisco Bay	California	Alameda, Marin, San Francisco, San Mateo, Santa Clara, and Sonoma	Mar. 1, 1942	July 1, 1942	Sept. 15, 1942
(39) San Luis Obispo	California	San Luis Obispo	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(39a) Santa Cruz	California	Santa Cruz County except the Township of Watsonville	Jan. 1, 1944	Oct. 1, 1944	Nov. 15, 1944
(39b) Santa Barbara	California	In the County of Santa Barbara the Judicial Townships 1, 2, and 3.	Sept. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(40) Santa Maria	California	In the County of Santa Barbara Judicial Townships Nos. 4, 5, 6, 7, 8, and 10.	July 1, 1941	Dec. 1, 1942	Jan. 15, 1943
(40a) Ventura	California	Ventura	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(41) Tulare-Kings	California	Kings and Tulare	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(41a) Boulder	Colorado	Boulder	June 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(42) Colorado Springs	Colorado	El Paso	Mar. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(43) Denver	Colorado	Adams, Arapahoe, Denver and Jefferson	Mar. 1, 1943	Aug. 1, 1942	Sept. 15, 1942
(44) [Revoked]					
(44a) Grand Junction	Colorado	Mesa	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(44b) Greeley	Colorado	Weld	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(45) Leadville-Salida	Colorado	Eagle, Lake and Summit	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Colorado	Chaffee and Garfield	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(46) Pueblo	Colorado	Otero and Pueblo	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(47) Bridgeport	Connecticut	In the County of Fairfield the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Connecticut	County of Fairfield other than the Towns of Bridgeport, Easton, Fairfield, Shelton, Stratford, Trumbull, and Westport.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(48) Hartford-New Britain	Connecticut	In the County of Hartford the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; in the County of Middlesex the Towns of Cromwell, Middletown, Middletown, and Portland; in the County of New Haven the Towns of Meriden and Wallingford; and in the County of Tolland the Town of Vernon.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Connecticut	County of Hartford other than the Towns of Berlin, Bloomfield, Bristol, East Hartford, East Windsor, Farmington, Glastonbury, Hartford, Manchester, New Britain, Newington, Plainville, Rocky Hill, Southington, South Windsor, West Hartford, Wethersfield, Windsor, and Windsor Locks; County of Middlesex other than the Towns of Cromwell, Middletown, Middletown and Portland; and the County of Tolland other than the Town of Vernon.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(49) New Haven	Connecticut	In the County of New Haven the Towns of Ansonia, Branford, Derby, East Haven, Guilford, Hamden, Madison, Milford, New Haven, North Branford, North Haven, Orange, Seymour, West Haven and Woodbridge.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(50) New London	Connecticut	New London and Windham	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(51) Waterbury	Connecticut	In the County of Litchfield the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven the Towns of Beacon Falls, Cheshire, Waterbury, Middlebury, Naugatuck, Prospect, and Wolcott.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Connecticut	County of Litchfield other than the Towns of Plymouth, Thomaston, and Watertown; and in the County of New Haven the Towns of Bethany, Oxford, and Southbury.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(52) [Revoked]					
(53) Delaware	Delaware	New Castle	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Delaware	Kent and Sussex	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(54) [Revoked]					
(54a) De Funiak Springs	Florida	Walton	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(55) Banana River	Florida	Brevard	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(55a) Fort Pierce	Florida	St. Lucie	Mar. 1, 1943	Dec. 1, 1943	Jan. 1, 1944
(55b) Fort Myers	Florida	Lee	Mar. 1, 1943	June 1, 1944	July 15, 1944
(55c) Fort Lauderdale	Florida	Broward County except the City of Hollywood and the Town of Hallandale and in Palm Beach County, Precincts 20, 21, 22, 23, 24, 25, 26, 27, 28, and 29, including the Cities of Delray Beach and Lake Worth and the Towns of Boca Raton, Boynton, Gulf Stream, Lantana, Manalapan, and Ocean Ridge.	Aug. 1, 1944	Oct. 1, 1944	Nov. 20, 1944
(56) Gainsville-Stark	Florida	Alachua, Bradford, and Clay	Jan. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(57) Jacksonville, Fla.	Florida	Duval	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(58) Key West	Florida	Monroe	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(59) Lake City	Florida	Columbia	Mar. 1, 1942	May 1, 1943	June 15, 1943

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(60) Marianna.....	Florida.....	Jackson.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(61) Orlando.....	Florida.....	Orange.....	Oct. 1, 1941	Nov. 1, 1942	Dec. 10, 1942
(61a) Perry.....	Florida.....	Taylor.....	Oct. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(62) Panama City.....	Florida.....	Bay.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(62a) Punta Gorda.....	Florida.....	Franklin and Gulf.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(63) Pensacola.....	Florida.....	Charlotte.....	Jan. 1, 1943	Jan. 1, 1945	Feb. 15, 1945
	Florida.....	Escambia.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Florida.....	Okaloosa.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Florida.....	Santa Rosa.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(63a) St. Augustine.....	Florida.....	St. Johns.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(63b) Sarasota.....	Florida.....	Sarasota.....	Mar. 1, 1941	Oct. 1, 1944	Nov. 15, 1944
(64) [Revoked]					
(65) Tallahassee.....	Florida.....	Leon.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Florida.....	Wakulla.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(66) Tampa.....	Florida.....	Hillsborough, Pinellas, and Polk.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Florida.....	Highlands.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Florida.....	Volusia.....	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(66a) Daytona Beach.....					
(67) [Revoked]					
(67a) Americus.....	Georgia.....	Sumter.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(68) Albany, Ga.....	Georgia.....	Dougherty.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(69) Athens.....	Georgia.....	Clarke.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(70) Atlanta.....	Georgia.....	Clayton, Cobb, DeKalb, and Fulton.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(71) Augusta, Ga.....	Georgia.....	Richmond.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	South Carolina.....	Aiken.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(72) Bainbridge-Cairo.....	Georgia.....	Decatur and Grady.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(73) Brunswick.....	Georgia.....	Brantley, Camden, Glynn, McIntosh, and Wayne.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Georgia.....	Ware.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(74) Columbus, Ga.....	Georgia.....	Muscogee.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
	Alabama.....	In the County of Russell, Election Precinct One, including the City of Phenix City.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(74a) Dublin.....	Georgia.....	Laurens.....	July 1, 1943	June 1, 1944	July 15, 1944
(74b) Gainesville.....	Georgia.....	Hall.....	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(75) Hinesville.....	Georgia.....	Liberty.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(75a) Ludowici.....	Georgia.....	Long.....	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(76) Macon.....	Georgia.....	Bibb, Houston, and Peach.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(77) Moultrie.....	Georgia.....	Colquitt.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(78) Savannah.....	Georgia.....	Chatham.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(78a) Thomasville.....	Georgia.....	Thomas County and those portions of the towns of Pavo and Barwick in Brooks County and that portion of the town of Meigs in Mitchell County.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(79) Toccoa.....	Georgia.....	Stephens.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(80) Valdosta.....	Georgia.....	Lowndes.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(80a) Boise.....	Idaho.....	Ada and Elmore.....	Jan. 1, 1943	Jan. 1, 1944	Feb. 15, 1944
(81) Coeur d'Alene-Pend Orielle.....	Idaho.....	Bonner and Kootenai.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(82) Pocatello Idaho Falls.....	Idaho.....	Bannock.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(83) Chicago.....	Illinois.....	Cook, Du Page, Kane, and Lake.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(84) [Revoked]					
(85) Dixon.....	Illinois.....	Lee.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(86) Joliet.....	Illinois.....	Will.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(87) Kankakee.....	Illinois.....	Kankakee.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(88) La Salle County.....	Illinois.....	La Salle.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(88a) Macomb-Canton.....	Illinois.....	Fulton, McDonough, and Mason.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(88b) Peoria.....	Illinois.....	Peoria and Tazewell.....	Mar. 1, 1941	Feb. 1, 1945	Mar. 15, 1945
(89) Quad Cities.....	Illinois.....	Rock Island.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Iowa.....	Scott.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(90) Quincy.....	Illinois.....	Adams.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Missouri.....	Lewis and Marion.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(91) Champaign-Vermillion.....	Illinois.....	Champaign and Vermillion.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(91a) Galesburg.....	Illinois.....	Knox.....	July 1, 1943	May 1, 1944	June 15, 1944
(92) Rockford.....	Illinois.....	Boone and Winnebago.....	Mar. 1, 1942	July 1, 1942	Aug. 15, 1942
	Illinois.....	De Kalb.....	Mar. 1, 1942	Sept. 1, 1943	Oct. 15, 1943
(93) Savanna-Clinton.....	Illinois.....	Carroll.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Iowa.....	Clinton.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(94) Springfield-Decatur.....	Illinois.....	Christian, Logan, Macon, and Sangamon.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(94a) Woodstock.....	Illinois.....	McHenry.....	Oct. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(94b) Bloomington, Ind.....	Indiana.....	Monroe.....	Sept. 1, 1943	Jan. 1, 1945	Feb. 15, 1945
(95) [Revoked]					
(96) [Revoked]					
(97) Columbus, Indiana.....	Indiana.....	Bartholomew, Brown, Johnson, Morgan, and Shelby.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Indiana.....	Lawrence.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(97a) Mt. Vernon, Ind.....	Indiana.....	Jackson.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(97b) Princeton, Ind.....	Indiana.....	Posey.....	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(98) Richmond-Connersville.....	Indiana.....	Gibson.....	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
	Indiana.....	Payette.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Indiana.....	Wayne.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(98a) Valparaiso.....	Indiana.....	Porter.....	July 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(99) [Revoked]					
(100) Evansville-Henderson.....	Indiana.....	Vanderburgh.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Kentucky.....	Henderson.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
(101) Fort Wayne.....	Indiana.....	Union.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Indiana.....	Allen.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Indiana.....	Adams.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(102) Gary-Hammond.....	Indiana.....	Lake.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(103) Indianapolis.....	Indiana.....	Marion.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
(104) La Fayette.....	Indiana.....	Fountain, Tippecanoe, and Warren.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(105) La Porte-Michigan City.....	Indiana.....	La Porte and Starke.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(105a) New Castle.....	Indiana.....	Henry.....	Oct. 1, 1943	Apr. 1, 1945	May 15, 1945
(106) Anderson.....	Indiana.....	Buntington, Miami, and Wabash.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Indiana.....	Delaware Grant, Howard and Madison.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(107) [Revoked]					
(108) South Bend.....	Indiana.....	St. Joseph and Elkhart.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(109) Terre Haute.....	Indiana.....	Parke and Vermillion.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Illinois.....	Edgar.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 10, 1942
	Indiana.....	Vigo.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(110) Vincennes.....	Indiana.....	Daviess and Knox.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Illinois.....	Lawrence.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Indiana.....	Martin.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(111) [Revoked]					
(111a) Iowa City.....	Iowa.....	Johnson.....	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(112) Burlington.....	Iowa.....	In the County of Des Moines the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; in the County of Henry the Townships of Baltimore, Center, Mount Pleasant, and New London; and in the County of Lee the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
	Iowa.....	County of Des Moines other than the Townships of Augusta, Burlington, Concordia, Danville, Flint River, Tama, and Union; County of Henry other than the Townships of Baltimore, Center, Mount Pleasant, and New London; County of Lee other than the Townships of Denmark, Green Bay, Madison, and Washington.	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(113) Cedar Rapids.....	Illinois.....	County of Henderson.....	Jan. 1, 1941	July 1, 1942	Aug. 15, 1942
(114) Des Moines.....	Iowa.....	Linn.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Iowa.....	Polk.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Iowa.....	Jasper.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(114a) Ottumwa.....	Iowa.....	Wapello.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(114b) Sioux City.....	Iowa.....	Woodbury.....	July 1, 1943	June 1, 1944	July 15, 1944
	Nebraska.....	Dakota.....	July 1, 1943	June 1, 1944	July 15, 1944
(114c) Fairfield.....	Iowa.....	Jefferson.....	Jan. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(115) Baxter Springs.....	Kansas.....	Cherokee and Crawford.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Oklahoma.....	Ottawa.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(115a) Concordia.....	Kansas.....	Cloud.....	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(115b) Council Grove.....	Kansas.....	Morris.....	July 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(116) Dodge City.....	Kansas.....	Finney, Ford, and Gray.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(116a) Great Bend.....	Kansas.....	Barton.....	Mar. 1, 1942	Feb. 1, 1944	Mar. 15, 1944
	Kansas.....	Ellis and Russell.....	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
	Kansas.....	Pawnee.....	Mar. 1, 1943	Nov. 1, 1944	Dec. 15, 1944
(117) Hutchinson.....	Kansas.....	Reno.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(118) Junction City-Manhattan.....	Kansas.....	Geary and Riley.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(119) Liberal.....	Kansas.....	Seward.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(120) Parsons.....	Kansas.....	Labette.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
	Kansas.....	Montgomery.....	July 1, 1941	Sept. 1, 1942	Oct. 15, 1942
(120a) Pratt.....	Kansas.....	Pratt.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(121) Salina.....	Kansas.....	Dickinson, McPherson, Ottawa, and Slinn.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(121a) Stafford County.....	Kansas.....	Stafford.....	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(122) Topeka-Lawrence.....	Kansas.....	Douglas, Franklin, and Shawnee.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(123) Wichita.....	Kansas.....	Sedgewick.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
(123a) Danville, Ky.....	Kentucky.....	Boyle.....	Oct. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(123b) Bowling Green.....	Kentucky.....	Warren.....	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(124) Fort Knox.....	Kentucky.....	Bullitt, Hardin, and Meade.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(124a) Lexington.....	Kentucky.....	Clark and Fayette.....	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(125) Louisville.....	Kentucky.....	Jefferson.....	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
	Indiana.....	Clark and Floyd.....	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(125a) Mayfield.....	Kentucky.....	Graves.....	May 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(126) [Revoked].....					
(126a) Owensboro.....	Kentucky.....	Davies.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(127) Paducah.....	Kentucky.....	McCracken.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Kentucky.....	Ballard.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(128) Richmond, Ky.....	Kentucky.....	Madison.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(129) Alexandria-Leesville.....	Louisiana.....	Parishes of Beauregard, Rapides, and Vernon.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(130) Baton Rouge.....	Louisiana.....	Parishes of East Baton Rouge and West Baton Rouge.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(131) Lake Charles.....	Louisiana.....	Parish of Calcasieu.....	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
(132) Minden.....	Louisiana.....	Parish of Webster.....	July 1, 1941	July 1, 1942	Aug. 15, 1942
(133) Monroe-Bastrop.....	Louisiana.....	Parishes of Merchuse, Ouachita, and Union.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(134) New Orleans.....	Louisiana.....	Parishes of Jefferson, Orleans, and St. Bernard.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(134a) Shreveport.....	Louisiana.....	Parishes of Bossier and Caddo.....	July 1, 1943	Sept. 1, 1944	Oct. 15, 1944
(135) Bangor.....	Maine.....	Pembscot.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(136) Bath.....	Maine.....	Lincoln and Sagadahoc.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(136a) Eastport.....	Maine.....	In the County of Washington, in the City of Eastport and the Towns of Lubec, Perry, Pembroke, and Reblinton.	Mar. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(137) Portland.....	Maine.....	Androscoggin and Cumberland.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(138) Presque Isle.....	Maine.....	York.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(139) Baltimore.....	Maryland.....	Arrestoon.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Maryland.....	City of Baltimore and the Counties of Anne Arundel, Baltimore, Carroll, Cecil, Harford and Howard.....	Apr. 1, 1941	July 1, 1943	Aug. 31, 1942
(139a) Frederick.....	Maryland.....	Frederick.....	July 1, 1943	June 1, 1944	July 15, 1944
(139b) Cumberland.....	Maryland.....	Allegany.....	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(140) Hagerstown.....	Maryland.....	Washington.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(141) Indian Head-Patuxent River.....	Maryland.....	Charles.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Maryland.....	St. Marys and Calvert.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(142) Montgomery-Prince Georges.....	Maryland.....	Montgomery and Prince Georges.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(143) Eastern Massachusetts.....	Massachusetts.....	Barnstable, Bristol, Middlesex, Norfolk, Plymouth, and Suffolk.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(144) Essex County, Mass.....	Massachusetts.....	Essex.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(145) Pittsfield.....	Massachusetts.....	Berkshire.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(146) Springfield, Mass.....	Massachusetts.....	Hampden and Hampshire.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(147) Worcester.....	Massachusetts.....	Worcester.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(148) [Revoked].....					
(149) Detroit.....	Michigan.....	Macomb, Oakland, and Wayne.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	Michigan.....	Washtenaw.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(150) Grand Rapids-Muskegon.....	Michigan.....	Muskegon.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Michigan.....	Kent and Ottawa.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(150a) Hillsdale.....	Michigan.....	Hillsdale.....	Jan. 1, 1943	Apr. 1, 1944	May 15, 1944
(151) Jackson, Mich.....	Michigan.....	Jackson.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Michigan.....	Lenawee.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Michigan.....	Lenawee and Monroe.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(152) Kalamazoo-Battle Creek.....	Michigan.....	Calhoun.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Michigan.....	Kalamazoo.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(153) Lansing.....	Michigan.....	Clinton, Eaton, and Ingham.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(154) Ludington.....	Michigan.....	Mason.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(154a) Monroe, Mich.....	Michigan.....	Monroe.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(155) Niles.....	Michigan.....	Berrien.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(155a) Owosso.....	Michigan.....	Shawanssee.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(156) Port Huron.....	Michigan.....	St. Clair.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(157) Saginaw Bay City.....	Michigan.....	Bay, Midland, and Saginaw.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(157a) Traverse City.....	Michigan.....	Grand Traverse.....	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(158) [Revoked].....					
(159) Duluth-Superior.....	Minnesota.....	Carlton and St. Louis.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(160) Minneapolis-St. Paul.....	Wisconsin.....	Douglas.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(160a) Rochester.....	Minnesota.....	Anoka, Dakota, Hennepin, Ramsey, and Washington.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(161) [Revoked].....	Minnesota.....	Olmsted.....	Mar. 1, 1944	Aug. 1, 1944	Sept. 15, 1944
(162) Biloxi-Pascagoula.....	Mississippi.....	Harrison and Jackson.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (Inclusive)
(163) Centerville <sup>1</sup>	Mississippi	Adams, Amite, Pike, and Wilkinson	Mar. 1, 1942	May 1, 1943	June 15, 1943
(164) Columbus, Mississippi	Mississippi	Chickasaw, Olay, Itawamba, Lee, and Monroe	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Alabama	Lamar	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Mississippi	Lowndes	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Alabama	Pickens	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(165) Grenada <sup>1</sup>	Mississippi	Carroll, Grenada, Leflore, and Montgomery	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Mississippi	Calhoun and Yalobusha	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(165a) Greenville, Miss.	Mississippi	Washington	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(166) Hattiesburg	Mississippi	Forrest	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(167) Jackson, Miss.	Mississippi	Hinds, Madison and Rankin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(167a) Laurel	Mississippi	Jones	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(167b) Lamar	Mississippi	Lamar	July 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(168) Meridian	Mississippi	Lauderdale	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(168a) Vicksburg, Mississippi	Mississippi	Warren	Dec. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(169) Joplin-Neosho	Missouri	Jasper and Newton	July 1, 1941	July 1, 1942	Aug. 31, 1942
(170) Kansas City	Missouri	Olay, Jackson, and Platte	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Kansas	Johnson, Leavenworth and Wyandotte	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(171) Pike	Missouri	Pike	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Illinois	Pike	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(172) Rolla-Waynesville	Missouri	Laclede, Phelps, and Pulaski	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(173) Sedalia	Missouri	Johnson and Pettis	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(173a) Springfield, Mo.	Missouri	Greene	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(173b) St. Joseph	Missouri	Buchanan	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(174) St. Louis	Missouri	City of St. Louis and the Counties of Jefferson, St. Charles, and St. Louis	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	Illinois	Madison, Monroe, and St. Clair	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(175) Great Falls	Montana	Cascade	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(175a) Billings	Montana	Yellowstone	July 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(176) Alliance	Nebraska	Box Butte	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(176a) Fairbury-York	Nebraska	Fillmore, Jefferson, Thayer, and York	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(177) Grand Island	Nebraska	Hall	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(178) Hastings	Nebraska	Adams and Clay	Mar. 1, 1942	Dec. 12, 1942	Jan. 25, 1943
(178a) Holdrege	Nebraska	Phelps	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(179) Kearney	Nebraska	Buffalo	Mar. 1, 1942	May 1, 1943	June 15, 1943
(180) Lincoln	Nebraska	Lancaster	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(180a) McCook	Nebraska	Redwillow	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(180b) North Platte	Nebraska	Lincoln	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(181) Omaha	Nebraska	Dodge and Saunders	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Nebraska	Douglas and Sarpy	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Iowa	Pottawattamie	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(182) Sidney, Nebr.	Nebraska	Cheyenne	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(183) [Revoked]					
(183a) Goldfield-Tonopah	Nevada	Those portions of Esmeralda and Nye Counties consisting of Townships 1, 2, and 3 North and Townships 1, 2, and 3 South, Range 42 East, Mount Diablo Base and Meridian	Oct. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(184) Las Vegas	Nevada	Clark	July 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(185) Reno	Nevada	Washoe	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(186) Manchester	New Hampshire	Sullivan	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New Hampshire	Hillsborough	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(187) Portsmouth	New Hampshire	Rockingham and Strafford	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(187a) Atlantic County	New Jersey	Atlantic	Sept. 1, 1943	June 1, 1944	July 15, 1944
(188) [Revoked]					
(188a) Southern New Jersey	New Jersey	Burlington, Camden, and Gloucester	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	New Jersey	Salem	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	New Jersey	Cape May and Cumberland	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(189) [Revoked]					
(190) Northeastern New Jersey	New Jersey	Bergen, Essex, Hudson, Middlesex, Monmouth, Morris, Passaic, Somerset, and Union	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	New Jersey	Sussex	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
* (190a) Ocean County	New Jersey	Ocean	Feb. 1, 1944	Apr. 1, 1945	May 15, 1945
(191) Trenton	New Jersey	Warren	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	New Jersey	Hunterdon and Mercer	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(192) [Revoked]					
(193) Albuquerque	New Mexico	Bernalillo	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(193a) Belen	New Mexico	That portion of Valencia County lying east of Rio Puerco River	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(193b) Carlsbad	New Mexico	Eddy	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(194) Clovis	New Mexico	Lea	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	New Mexico	Curry, De Baca, and Roosevelt	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(195) Deming	New Mexico	Lea	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(196) [Revoked]					
	New Mexico	Luna	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(197) Roswell	New Mexico	Chaves	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	New Mexico	Otero	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(197a) San Miguel County	New Mexico	San Miguel	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(198) Silver City-Lordsburg	New Mexico	Hidalgo	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(199) Albany-Troy, N. Y.	New York	Albany and Rensselaer	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(200) Binghamton	New York	Broome and Tioga	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(201) Buffalo	New York	Erle and Niagara	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(202) Elmira	New York	Chemung and Steuben	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(203) Jamestown	New York	Chautauqua	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Pennsylvania	Warren	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(204) Poughkeepsie	New York	Dutchess, Ulster, and Orange, except that portion of Orange County which is within the West Point Military Reservation	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(205) Rochester	New York	Genesee, Monroe, and Orleans	Mar. 1, 1942	Oct. 1, 1944	Nov. 15, 1942
(206) [Revoked]					
(207) Schenectady	New York	County of Schenectady and in the County of Saratoga the towns of Ballston, Charlton, and Oulton Park	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
	New York	County of Montgomery and the County of Saratoga other than the towns of Ballston, Charlton, and Oulton Park	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(208) Seneca	New York	Ontario, Seneca, and Yates	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(209) Sidney, N. Y.	New York	Chenango, Delaware, and Otsego	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(210) Syracuse	New York	Wayne	Mar. 1, 1942	Oct. 1, 1944	Nov. 15, 1942
	New York	Cayuga, Onondaga, and Oswego	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(211) Utica-Rome	New York	Herkimer, Madison, and Oneida	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(211a) Westchester County	New York	Westchester	Aug. 1, 1944	Nov. 1, 1944	Dec. 15, 1944
(212) Watertown	New York	Jefferson, and St. Lawrence	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(212a) Burlington, N. C.	North Carolina	Alamance	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(212b) Asheville	North Carolina	Buncombe	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(212c) Charlotte	North Carolina	Mecklenburg	July 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(213) Durham	North Carolina	Durham	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(214) Elizabeth City, N. C.	North Carolina	Pasquotank	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	North Carolina	Chowan and Perquimans	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(215) Fayetteville	North Carolina	Cumberland and Hoke	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942

See footnotes at end of table.



## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(216) Goldsboro	North Carolina	Lenoir, Wayne and Wilson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(216a) Greensboro	North Carolina	County of Guilford other than High Point Township	July 1, 1943	June 1, 1944	July 15, 1944
(217) Henderson	North Carolina	Vance	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(218) Jacksonville, N. C.	North Carolina	Onslow	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(219) Laurinburg	North Carolina	Richmond, Robeson, and Scotland	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(220) Monroe, N. C.	North Carolina	Marlboro	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(221) New Bern	North Carolina	Union	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(221a) Rocky Mount	North Carolina	Carteret and Craven	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(221b) Pender County	North Carolina	Edgecomb and Nash	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(221c) Plymouth	North Carolina	Pender	Jan. 1, 1943	May 1, 1944	June 15, 1944
(221d) Raleigh	North Carolina	Washington	Jan. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(222) Southern Pines	North Carolina	Wake	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(223) Wilmington, N. C.	North Carolina	Moore	Mar. 1, 1942	May 1, 1943	June 15, 1943
(223a) Winston-Salem	North Carolina	New Hanover	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(223b) Minot	North Dakota	Forsyth	Mar. 1, 1944	Mar. 1, 1945	Apr. 15, 1945
(224) Akron	Ohio	Ward	June 1, 1944	Apr. 1, 1945	May 15, 1945
		County of Summit and in the County of Medina the Township of Wadsworth	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
		County of Medina other than the Township of Wadsworth	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(225) Ashtabula	Ohio	Ashabula	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(226) Canton	Ohio	Stark	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
		Tuscarawas	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(227) Cincinnati	Ohio	Butler, Clermont, Hamilton, and Warren	Mar. 1, 1942	Nov. 1, 1942	May 31, 1942
(228) Cleveland	Ohio	Boone, Campbell, and Kenton	Mar. 1, 1942	Nov. 1, 1942	May 31, 1942
		County of Cuyahoga and in the County of Lake the Township of Willoughby and these parts of the Township of Ertland included within the corporate limits of the Villages of Walto Hill and Willoughby	July 1, 1941	July 1, 1942	Aug. 31, 1942
		County of Geauga and the County of Lake other than the Township of Willoughby and these parts of the Township of Ertland included within the corporate limits of the Villages of Walto Hill and Willoughby	July 1, 1941	July 1, 1942	Aug. 31, 1942
(229) Columbus, Ohio	Ohio	Franklin	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
		Licking	Mar. 1, 1942	May 1, 1943	June 15, 1943
(230) Dayton	Ohio	Champaign, Clark, Darke, Greene, Miami, Montgomery, and Preble	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(231) [Revoked]					
(232) Lima	Ohio	Allen	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(233) Lorain-Elyria	Ohio	Lorain	July 1, 1941	July 1, 1942	Aug. 15, 1942
(234) Mansfield	Ohio	Ashland, Crawford, and Richland	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
		Knott	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(235) Marion	Ohio	Marion	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(236) [Revoked]					
(237) Ravenna	Ohio	Portage	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(238) Sandusky-Port Clinton	Ohio	Erie, Huron, Ottawa, and Sandusky	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(239) Sidney, Ohio	Ohio	Shelby	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(240) Toledo	Ohio	Lucas and Wood	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
		Hancock and Seneca	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
		Claire	July 1, 1943	Apr. 1, 1945	May 15, 1945
(240a) Wilmington, Ohio	Ohio	Mahoning and Trumbull	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(241) Youngstown-Warren	Ohio	Fayette	Oct. 1, 1943	Dec. 1, 1944	Jan. 15, 1945
(241a) Washington Court House, Ohio	Ohio				
(242) [Revoked]					
(242a) Altus-Frederick	Oklahoma	Jackson and Tillman	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(242b) Ardmore	Oklahoma	Carter	July 1, 1943	Oct. 1, 1943	Nov. 15, 1944
(243) Choteau	Oklahoma	Craig, Mayes, Rogers, and Wagoner	Oct. 1, 1941	Oct. 1, 1942	Nov. 15, 1942
(244) Clinton-Elk City	Oklahoma	Reckham, Custer, and Washita	Mar. 1, 1942	May 1, 1943	June 15, 1943
(244a) Duncan	Oklahoma	Stephens	Oct. 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(245) Enid	Oklahoma	Garfield	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(245a) Guymon	Oklahoma	Texas	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(246) Lawton	Oklahoma	Comanche	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(247) McAlester	Oklahoma	Atoka, Haskell, Hughes, Latimer, McIntosh, and Pittsburg	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(248) Muskogee	Oklahoma	Muskogee	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(249) [Revoked]					
(250) Oklahoma City	Oklahoma	Cleveland, McClain, and Oklahoma	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
		Caddo and Grady	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
		Canadian	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(250a) Shawnee	Oklahoma	Pottawatomie	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(251) Tulsa	Oklahoma	Creek, Osage, and Tulsa	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(252) [Revoked]					
(253) Corvallis	Oregon	Benton and Linn	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(253a) Klamath Falls	Oregon	Klamath	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(253b) Lane County	Oregon	Lane	Jan. 1, 1944	Jan. 1, 1945	Mar. 31, 1945
(254) Medford	Oregon	Jackson	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(255) Pendleton	Oregon	Umatilla	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(256) Portland-Vancouver	Oregon	Clackamas, Multnomah, and Washington	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	Washington	Clark	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
	Oregon	Clatsop	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Oregon	Tillamook	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(257) Allentown-Bethlehem	Pennsylvania	Lehigh and Northampton	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(258) Altoona-Johnstown	Pennsylvania	Blair, Cambria, and Somerset	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(259) [Revoked]					
(260) [Revoked]					
(261) Erie	Pennsylvania	Erie	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(262) Harrisburg	Pennsylvania	Cumberland, Dauphin, Lebanon, and Perry	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Pennsylvania	Franklin	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(263) Lancaster-York	Pennsylvania	Lancaster and York	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(264) Meadville-Titusville	Pennsylvania	Crawford and Venango	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(265) [Revoked]					
(266) Philadelphia	Pennsylvania	Bucks, Chester, Delaware, Montgomery, and Philadelphia	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
(267) Pittsburgh	Pennsylvania	Allegheny, Armstrong, Beaver, Butler, Fayette, Greene, Lawrence, Washington, and Westmoreland	Mar. 1, 1942	July 1, 1942	Aug. 31, 1942
		Berks	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(268) Reading	Pennsylvania	Mercer	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(269) [Revoked]					
(270) Sharon-Farrell	Pennsylvania	Warren	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(270a) Warren	Pennsylvania				
(271) [Revoked]					
(272) Williamsport	Pennsylvania	Lycoming	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Pennsylvania	Cameron, Columbia, Montour, Northumberland, Snyder and Union	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Pennsylvania	County of Elk and in the County of Luzerne, Nesquehock Borough, Nesquehock Township, and Salem Township	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
	Pennsylvania	Citron	Mar. 1, 1942	Feb. 1, 1944	Mar. 15, 1944
(273) Newport	Rhode Island	Newport	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(274) Providence	Rhode Island	Bristol, Kent, and Providence	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(275) Washington County.....	Rhode Island.....	Washington.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(276) [Revoked].....					
(277) Charleston, S. C.....	South Carolina.....	Charleston and Dorchester.....	Mar. 1, 1942	Aug. 1, 1942	Oct. 15, 1942
	South Carolina.....	Beaufort and Colleton.....	Mar. 1, 1942	Apr. 15, 1943	May 30, 1943
(278) Columbia.....	South Carolina.....	Calhoun, Lexington, and Richland.....	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
	South Carolina.....	Sumter.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	South Carolina.....	Florence.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(279) [Revoked].....					
(280) Greenville.....	South Carolina.....	Greenville.....	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(280a) Myrtle Beach.....	South Carolina.....	In the County of Horry, the Townships of Conway, Dogwood Neck, and Socastee.....	July 1, 1943	July 1, 1944	Aug. 15, 1944
(280b) Orangeburg.....	South Carolina.....	Orangeburg.....	Oct. 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(281) Spartanburg.....	South Carolina.....	Cherokee, Spartanburg, and Union.....	Mar. 1, 1942	Nov. 1, 1942	Jan. 14, 1943
(282) [Revoked].....					
(283) Provo-Hot Springs, S. Dak.....	South Dakota.....	Fall River.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(284) Rapid City-Sturgis.....	South Dakota.....	Lawrence, Meade, and Pennington.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(285) Sioux Falls.....	South Dakota.....	Lincoln, Minnehaha, and Turner.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Iowa.....	Lyon.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Minnesota.....	Rock.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
* (285a) Watertown.....	South Dakota.....	Codington.....	Mar. 1, 1944	Apr. 1, 1945	May 15, 1945
(286) Bristol-Kingsport.....	Tennessee.....	Greene, Hawkins, Sullivan, Union, and Washington.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Virginia.....	Independent City of Bristol and the Counties of Scott and Washington.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(287) Chattanooga.....	Tennessee.....	Bradley, Hamilton, and Marion.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Georgia.....	Catoosa, Dade, and Walker.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(288) Clarksville.....	Tennessee.....	Henry, Montgomery, and Stewart.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Kentucky.....	Christian, Todd, and Trigg.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
* (288a) Columbia, Tenn.....	Tennessee.....	Maury.....	Jan. 1, 1944	Apr. 1, 1945	May 15, 1945
(289) Copperhill-McCaysville.....	Tennessee.....	Polk.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Georgia.....	Fannin.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(290) Dyersburg.....	Tennessee.....	Crockett, Dyer, and Lauderdale.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(291) Jackson-Milan-Humboldt.....	Tennessee.....	Carroll, Gibson, and Madison.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(292) Knoxville.....	Tennessee.....	Blount and Knox.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Tennessee.....	Anderson and Roane.....	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(292a) Lenoir City.....	Tennessee.....	Loudon.....	Mar. 1, 1943	June 1, 1944	July 15, 1944
(293) Memphis.....	Tennessee.....	Shelby.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Arkansas.....	Crittenden.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(294) [Revoked].....					
(295) Nashville.....	Tennessee.....	Davidson and Rutherford.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(296) [Revoked].....					
(297) Tullahoma.....	Tennessee.....	Bedford, Coffee, Franklin, Lincoln, and Moore.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(298) Abilene.....	Texas.....	Callahan, Jones, and Taylor.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(299) Amarillo.....	Texas.....	Potter and Randall.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(300) Austin.....	Texas.....	Hays, Travis, and Williamson.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(301) [Revoked].....					
(302) Beaumont-Port Arthur.....	Texas.....	Jefferson and Orange.....	Apr. 1, 1941	July 1, 1942	Aug. 15, 1942
(303) Big Spring.....	Texas.....	Howard.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(304) [Revoked].....					
(305) Borger.....	Texas.....	Carson, Gray and Hutchinson.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(305a) Brady.....	Texas.....	McCulloch.....	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(306) Brownwood.....	Texas.....	Brown, Coleman and Comanche.....	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(307) Bryan.....	Texas.....	Brazos.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
(308) Childress.....	Texas.....	Childress.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(309) Corpus Christi.....	Texas.....	Nueces and San Patricio.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Texas.....	Bee and Kleberg.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
	Texas.....	Dellam, Hansford, Hartley, Moore, and Sherman.....	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(309a) Dalhart.....					
(310) [Revoked].....					
(311) Dallas.....	Texas.....	Dallas.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(312) Del Rio.....	Texas.....	Kinney, Uvalde, and Val Verde.....	Mar. 1, 1942	May 1, 1943	June 15, 1943
	Texas.....	Maverick.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(313) [Revoked].....					
(314) [Revoked].....					
(315) El Paso.....	Texas.....	El Paso.....	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(316) Fort Worth.....	Texas.....	Tarrant.....	Mar. 1, 1942	Oct. 15, 1942	Nov. 1, 1942
	Texas.....	Denton.....	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(317) Gainesville.....	Texas.....	Cooke.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(318) Greenville, Tex.....	Texas.....	Hunt.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(319) Galveston.....	Texas.....	Galveston and Brazoria.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(319a) Houston.....	Texas.....	Chambers, Harris, and Liberty.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(319b) Kerrville.....	Texas.....	Kerr.....	Jan. 1, 1944	Feb. 1, 1945	Mar. 15, 1945
(320) Killen-Temple.....	Texas.....	Bell.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Texas.....	Lampasas.....	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(321) Laredo.....	Texas.....	Webb.....	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(321a) Lockhart.....	Texas.....	Justices' Precincts 1, 6, and 7 in Caldwell County.....	Jan. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(321b) Longview.....	Texas.....	Gregg.....	July 1, 1943	Oct. 1, 1944	Nov. 15, 1944
(322) Lower Rio Grande Valley.....	Texas.....	Cameron, Hidalgo, and Willacy.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(322a) Lubbock.....	Texas.....	Lubbock.....	Mar. 1, 1942	Mar. 1, 1944	Apr. 15, 1944
(323) Marfa-Alpine.....	Texas.....	Presidio.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Texas.....	Brewster.....	Mar. 1, 1942	Feb. 1, 1943	Mar. 15, 1943
(324) Marshall.....	Texas.....	Harrison, Marion, and Upshur.....	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Texas.....	Camp, Cass, Morris, Red River, and Titus.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(324a) Matagorda Bay.....	Texas.....	Calhoun, Jackson, and Matagorda.....	Jan. 1, 1943	June 1, 1944	July 15, 1944
(324b) McKinney.....	Texas.....	Collin.....	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
(324c) Midland-Odessa.....	Texas.....	Ector and Midland.....	Mar. 1, 1943	Aug. 1, 1944	Sept. 15, 1944
* (324d) Memphis-Quanah.....	Texas.....	Collingsworth, Cottle, Hall, and Hardeman.....	July 1, 1943	Apr. 1, 1945	May 15, 1945
(325) Paris, Tex.....	Texas.....	Lamar.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Oklahoma.....	Choctaw.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(326) Pecos.....	Texas.....	Reeves and Ward.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(327) San Angelo.....	Texas.....	Tom Green.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
(328) San Antonio.....	Texas.....	Atascosa, Bandera, Bexar, Comal, Guadalupe, Kendall, Medina, and Wilson.....	Mar. 1, 1942	July 1, 1942	Aug. 31, 1943
(329) Sherman Denison.....	Texas.....	Grayson.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942
	Texas.....	Fannin.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(329a) Sweetwater.....	Texas.....	Nolan.....	Mar. 1, 1943	Feb. 1, 1944	Mar. 15, 1944
(330) Texarkana.....	Texas.....	Bowie.....	July 1, 1941	July 1, 1942	Aug. 31, 1942
	Arkansas.....	Miller.....	July 1, 1941	July 1, 1942	Aug. 15, 1942
(330a) Tyler.....	Texas.....	Smith.....	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(331) Victoria.....	Texas.....	Victoria.....	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(332) Waco.....	Texas.....	McLennan.....	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
	Texas.....	Coryell.....	Mar. 1, 1942	Nov. 1, 1942	Dec. 10, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rental regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which rental registration statement to be filed (inclusive)
(333) Wichita Falls	Texas	Wichita	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(333a) Mincola	Texas	Wood County and that portion of the City of Wintersboro in Franklin County.	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(334) [Revoked]	Utah	Utah	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(335) Provo, Utah	Utah	Davis, Morgan, Salt Lake, and Weber	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(336) Salt Lake City	Utah	Box Elder	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Utah	Tooele	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Nevada	Portion of Elk County situated within a radius of three miles from the center of U. S. Highway 40, where the said highway crosses the Nevada-Utah State line.	Mar. 1, 1942	May 1, 1944	June 15, 1944
(337) [Revoked]	Vermont	Chittenden	Mar. 1, 1943	Nov. 1, 1943	Dec. 15, 1943
(337a) Burlington, Vermont	Vermont	Windsor	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(338) Springfield-Windsor	Virginia	Independent City of Alexandria and the Counties of Arlington and Fairfax	Jan. 1, 1941	July 1, 1942	Aug. 31, 1942
(339) Alexandria-Arlington	Virginia	Nottoway	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(340) Blackstone	Virginia	Northampton	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(341) Cape Charles	Virginia	Warren	Oct. 1, 1942	Aug. 1, 1944	Sept. 15, 1944
(341a) Front Royal	Virginia	The Independent City of Danville, and in Pittsylvania County the Magisterial Districts of Tunstall and Dan River.	July 1, 1943	Feb. 1, 1945	Mar. 15, 1945
(341b) Danville, Va.	Virginia	Independent Cities of Hampton, Newport News, Norfolk, Portsmouth, and South Norfolk; the County of Elizabeth City; in the County of Norfolk the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch; in the County of Princess Anne the Magisterial Districts of Kempsville and Lynnhaven, and in the County of Warwick the Magisterial District of Newport.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(342) Hampton Roads	Virginia	Independent City of Suffolk, the County of Nansemond, the County of Norfolk other than the Magisterial Districts of Deep Creek, Tanners Creek, Washington, and Western Branch, the County of Princess Anne other than the Magisterial Districts of Kempsville and Lynnhaven.	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(343) Petersburg	Virginia	Independent Cities of Hopewell and Petersburg, the Counties of Dinwiddie and Prince George; and in the County of Chesterfield the Magisterial District of Matinea.	Apr. 1, 1941	Aug. 1, 1942	Sept. 15, 1942
(343a) Quantico	Virginia	In the County of Prince William, the Magisterial District of Dumfries.	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(344) Radford-Pulaski	Virginia	Independent City of Radford and the Counties of Montgomery and Pulaski.	Apr. 1, 1941	July 1, 1942	Aug. 31, 1943
(345) Richmond	Virginia	Independent City of Richmond, the County of Henrico; and in the County of Chesterfield the Magisterial Districts of Bermuda, Clover Hill Dale, Manchester and Middleham.	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(346) Yorktown	Virginia	Independent City of Williamsburg; the Counties of James City and York; and in the County of Warwick the Magisterial Districts of Denbigh and Stanley.	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(347) Bellingham	Washington	Whatcom	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(347a) Ephrata	Washington	Skagit	Mar. 1, 1942	Nov. 1, 1943	Dec. 15, 1943
(348) Everett	Washington	Portion of Grant County lying between the south line of Township 23 North and the north line of Township 16 North.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(349) [Revoked]	Washington	Skowah	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(350) [Revoked]	Washington	Island	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
(351) Fort Angeles-Port Townsend	Washington	Clallam and Jefferson	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(352) Puget Sound	Washington	County of Kitsap and those parts of the Counties of King and Pierce lying west of the Snoqualmie National Forest.	Apr. 1, 1941	July 1, 1942	Sept. 21, 1942
(353) Spokane	Washington	Spokane	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(354) Walla Walla	Washington	Walla Walla	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
	Washington	Franklin	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Washington	In the County of Benton the Precincts of Finley, South Kennelwick, Kennelwick Valley, Kennelwick, Kennelwick Gardens, and Richland.	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(354a) Yakima	Washington	In the county of Benton, the precincts of Benton City, Carley, Columbia, East Prosser, Expansion, Hanford, Highlands, Horn Rapids, Hoyer, Klena, North Prosser, Paterson, Prosser, Rattlesnake, Riverside, Walnut Grove, Wellington, West Prosser, and White Bluffs, and the County of Yakima.	Mar. 1, 1943	Apr. 1, 1944	May 15, 1944
(355) Charleston, West Virginia	West Virginia	Kanawha	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	West Virginia	In Putnam County the Magisterial District of Perrottaico.	Mar. 1, 1942	Aug. 1, 1943	Sept. 15, 1943
(356) Huntington	West Virginia	Cobell and Wayne	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Ohio	Lawrence	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Kentucky	Boyd and Greenup	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(356a) Martinsburg	West Virginia	Berkley	Mar. 1, 1942	Apr. 1, 1944	May 15, 1944
(356b) Logan	West Virginia	Logan	Oct. 1, 1943	Mar. 1, 1945	Apr. 15, 1945
(357) Morgantown	West Virginia	Marion and Menapaglia	Apr. 1, 1941	July 1, 1942	Aug. 31, 1942
(358) Point Pleasant-Gallipolis	West Virginia	Jackson and Mason	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Ohio	Gallia and Meigs	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(359) Wheeling-Stebenville	West Virginia	Brooke, Hancock, Marshall, Ohio, and Wetzel	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
	Ohio	Belmont, Columbiana, and Jefferson	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(360) Bellot-Janesville	Wisconsin	Rock	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(361) Eau Claire	Wisconsin	Chippewa, Dunn, and Eau Claire	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(361a) La Crosse	Wisconsin	La Crosse	Mar. 1, 1942	Dec. 1, 1943	Jan. 15, 1944
(362) Madison, Wis.	Wisconsin	Columbia, Dane, and Eau Claire	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(363) Manitowoc	Wisconsin	Manitowoc	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
	Wisconsin	That portion of the City of Kiel in the County of Calumet	Mar. 1, 1942	Apr. 1, 1944	May 15, 1944
(364) Milwaukee	Wisconsin	Kenosha, Milwaukee, Racine and Waukesha	Mar. 1, 1942	Aug. 1, 1942	Sept. 15, 1942
(365) Oshkosh-Fond du Lac	Wisconsin	Fond du Lac and Winnebago	Mar. 1, 1942	Dec. 1, 1942	Jan. 15, 1943
	Wisconsin	That portion of the City of Waupun in the County of Dodge	Mar. 1, 1942	Jan. 1, 1943	Feb. 15, 1943
(366) Sparta	Wisconsin	Monroe	Mar. 1, 1942	Nov. 1, 1942	Dec. 15, 1942
(367) Sturgeon Bay	Wisconsin	Door	Mar. 1, 1942	Sept. 1, 1942	Oct. 15, 1942
(368) Casper	Wyoming	Natrona	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942

See footnotes at end of table.

## SCHEDULE A—DEFENSE-RENTAL AREAS—Continued

Name of Defense-Rental Area	State	County or counties in Defense-Rental Area under rent regulation for hotels and rooming houses	Maximum rent date	Effective date of regulation	Date by which registration statement to be filed (inclusive)
(363a) Cody-Lovell.....	Wyoming.....	That portion of Big Horn County lying outside of the Big Horn National Forest and that portion of Park County lying outside of the Shoshone National Forest.	Jan. 1, 1944	Dec. 1, 1944	Jan. 15, 1945
(369) Cheyenne.....	Wyoming.....	That part of Laramie County, consisting of Townships 13 and 14 in Ranges 66 and 67 west of the 6th Principal Meridian, including the City of Cheyenne.	Mar. 1, 1942	Oct. 1, 1942	Nov. 15, 1942
(369a) Douglas.....	Wyoming.....	Converse.....	Mar. 1, 1943	May 1, 1944	June 15, 1944
(370) Alaska.....	Alaska.....	Territory of Alaska.....	Mar. 1, 1942	Nov. 1, 1942	Mar. 15, 1943
(371) Puerto Rico.....	Puerto Rico.....	Puerto Rico.....	Oct. 1, 1942	Feb. 1, 1944	Mar. 31, 1944

<sup>1</sup> This regulation is applicable only to that portion of the defense-rental area set forth in the third column of this Schedule A.

<sup>2</sup> Sections 1, 6, 13.

<sup>3</sup> Remaining sections.

\*Items added by Am. 47, effective 4-1-45.

[Schedule A amended by Am. 1, 8 F.R. 9019, effective 7-1-43; Am. 3, 8 F.R. 10739, effective 8-1-43; Am. 4, 8 F.R. 12025, effective 9-1-43; Am. 6, 8 F.R. 14676, 15581, effective 11-1-43; Am. 7, 8 F.R. 14814, effective 11-1-43; Am. 9, 8 F.R. 16207, 16427, effective 12-1-43; Am. 11, 8 F.R. 17297, effective 1-1-44; Am. 12, 9 F.R. 208, effective 2-1-44; Am. 13, 9 F.R. 847, effective 2-1-44; Am. 14, 9 F.R. 2165, effective 2-24-44; corrected by 9 F.R. 4194, effective as of 3-1-44; amended by Am. 15, 9 F.R. 2290, effective 3-1-44; Am. 16, 9 F.R. 3231, effective 4-1-44; Am. 18, 9 F.R. 4541, effective 5-1-44; Am. 20, 9 F.R. 5806, effective 6-1-44; Am. 22, 9 F.R. 5915, effective 6-1-44; Am. 24, 9 F.R. 7329, effective 7-1-44; Am. 26, 9 F.R. 9265, effective 8-1-44; Am. 28, 9 F.R. 9513, effective 9-1-44; Am. 32, 9 F.R. 11540, 11610, 13857, effective 10-1-44; Am. 33, 9 F.R. 11707, effective 10-1-44; Am. 35, 9 F.R. 12866, effective 11-1-44; Am. 36, 9 F.R. 12967, effective 11-1-44; Am. 37, 9 F.R. 14059, 14357, effective 12-1-44; Am. 39, 9 F.R. 15166, effective 1-1-45; Am. 40, 10 F.R. 47, effective 1-1-45; Am. 42, 10 F.R. 1102, effective 2-1-45 and Am. 45, 10 F.R. 2045, effective 3-1-45]

**Effective date.** This Rent Regulation for Hotels and Rooming Houses shall become effective June 1, 1943. [Rent Regulation for Hotels and Rooming Houses originally issued May 31, 1943]

[Effective dates of amendments are shown in notes following the parts affected]

**NOTE:** All reporting and record-keeping requirements of this regulation have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 45-5068; Filed, Mar. 29, 1945;  
4:10 p. m.]

#### PART 1351—FOOD AND FOOD PRODUCTS

[FFR 1<sup>st</sup> Amdt. 4 to Supp. 6]

#### CERTAIN FROZEN FRUITS, BERRIES AND VEGETABLES AND RELATED PRODUCTS (1944 AND LATER PACKS)

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.

Supplement 6 to Food Products Regulation No. 1 is amended in the following respects:

1. Section 1 (b) is amended to read as follows:

(b) This supplement applies to sales by all persons except wholesalers and retailers. Sales by wagon wholesalers, however, are included, as well as sales of frozen wild blueberries, processed in Canada or Newfoundland, to commercial, industrial and institutional users, by wholesalers who are importers.

2. Section 5a is added to read as follows:

SEC. 5a. *Maximum prices for imported frozen wild blueberries.* (a) *Straight-pack*—(1) *Purchases by importers.* The

maximum price that an importer may pay for straight-pack frozen wild blueberries processed in Canada or Newfoundland, imported by him into the Continental United States, shall be \$.24 per pound, duty paid, f. o. b. any U. S. port or point of entry. This maximum price includes all commissions and charges to the point specified.

(2) *Sales by importers who are not wholesalers.* The maximum price that an importer who is not a wholesaler may charge for straight-pack frozen wild blueberries processed in Canada or Newfoundland, imported by him into the Continental United States, shall be \$.24 per pound, duty paid, f. o. b. any U. S. port or point of entry.

(3) *Sales to commercial, industrial and institutional users by importers who are wholesalers.* The maximum price that an importer who is a wholesaler may charge a commercial, industrial or institutional user for straight-pack frozen wild blueberries processed in Canada or Newfoundland, imported by him into the Continental United States, shall be his net cost plus a mark-up of 29 per cent. He shall figure his maximum price on the basis of his first purchase of the item on or after April 4, 1945, and shall, on the 5th day of each month after he has figured his maximum price, increase that maximum price by  $\frac{1}{8}$  cent per pound in accordance with section 7a (b) <sup>1</sup> Until he makes such a purchase, his maximum price shall be his maximum price in effect immediately prior to April 4, 1945. He shall make no other changes in his maximum price for an item, except that if the maximum purchase price under subparagraph (1) is changed, he shall refigure his maximum price on the basis of his first purchase of the item imported by him after the effective date of the change in the maximum purchase price.

<sup>1</sup> "Net cost" means the amount the wholesaler pays for the item delivered to his customary receiving point (but not in excess of the maximum purchase price for it under subparagraph (1) plus

actual charges for transportation to the wholesaler's customary receiving point) less all discounts allowed him except the discount for prompt payment. No expense of local trucking or unloading shall be included.

(b) *Style of pack other than straight-pack.* An importer of a style of pack, other than straight-pack, of frozen wild blueberries processed in Canada or Newfoundland, shall apply to the Office of Price Administration, Washington, D. C., for authorization of a maximum purchase price and a maximum selling price. The application in each case shall contain sufficient information to identify the item and shall also state why the applicant cannot determine his maximum price under the other provisions of this section.

(c) *Meaning of "importer"* • "Importer" means the first consignee in the Continental United States of the item being imported.

This amendment shall become effective April 4, 1945.

**NOTE:** All reporting requirements of this amendment have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5113; Filed, Mar. 30, 1945;  
11:36 a. m.]

#### PART 1351—FOOD AND FOOD PRODUCTS

[FFR 1, Amdt. 5 to Supp. 6<sup>1</sup>]

#### CERTAIN FROZEN FRUITS, BERRIES AND VEGETABLES AND RELATED PRODUCTS (1944 AND LATER PACKS)

A statement of the considerations involved in the issuance of this amendment has been issued and filed with the Division of the Federal Register.

<sup>1</sup> 9 F.R. 8075, 10045, 11901, 14982.

<sup>1</sup> 9 F.R. 8057, 10045, 11901, 14982.

Supplement 6 to Food Products Regulation No. 1 is amended in the following respects:

1. Section 5 is amended in the following respects:

a. In section 5 (a) (3) the parenthetical phrase "(see note below)" following the word "Spinach" is deleted.

b. The words "and spinach" are deleted from the Note immediately following the list of frozen vegetables in section 5 (a) (3).

c. In the table headed "Vegetables" in section 5 (b) (7) the item "Spinach" ----- "To be announced" is amended to read as follows:

VEGETABLES		
Raw material	Area	Price
Spinach.	New York and the following counties in Pennsylvania: Erie, Crawford, Mercer, Venango, Warren, Forest, McKean, Potter, Tioga, Bradford, Susquehanna and Wayne.	\$34.00 per ton, cut above crown.
	Virginia, Maryland, Delaware, New Jersey, and all counties in Pennsylvania not listed above.	\$70.00 per ton, cut below crown.
	Wisconsin, Illinois and Indiana.	\$32.00 per ton, cut above crown.
	Texas, Oklahoma, Arkansas, Louisiana, Mississippi and Tennessee.	\$70.00 per ton, cut above crown.
	California.	\$22.50, uncut in the field.
	Oregon and Washington.	\$50.00 per ton, cut above crown.

d. The following paragraph is added, immediately following the first undesignated paragraph after the table headed "Vegetables" in section 5 (b) (7)

In the case of spinach, the raw material price named for California in the table above is a price for the spinach "uncut in the field". The 1944 weighted average raw material cost to be added under this paragraph shall be based on a weighted average raw material price no higher than the price so named and the processor's weighted average cost for cutting, both converted to units of the finished product in the manner explained above. In figuring his 1944 weighted average cost for cutting, the processor shall exclude from the computation any amounts paid for machine cutting in excess of \$8.50 per ton and any amounts paid for hand cutting in excess of \$18.00 per ton. Actual transportation charges incurred from the field to his factory shall be added, but figured at rates prevailing on June 1, 1943.

2. Section 8 (d) is amended to read as follows:

(d) Elective pricing method for processors (section 2.4 of FPR 1) The maximum "markup percentage" is 175%. The maximum price shall be figured and reported on a no-storage basis, by using the maximum price for the "most closely comparable commodity" on the same basis. (See section 7a for treatment of storage)

For the purpose of this supplement, the reported price shall be deemed to have been approved 30 days after mailing the report (or any requested additional information, amended report or change

in the report) unless, within that time, the Office of Price Administration has disapproved the price.

NOTE: The processor should remember to allow sufficient time after the expiration of the 30-day period to permit notification by mail to reach him before he assumes that no action has been taken by the Office of Price Administration during that period.

3. Section 10 is amended to read as follows:

SEC. 10. Reports that processors must file. Every processor shall file with the Office of Price Administration, Washington, D. C., a report in duplicate and signed by him, on Office of Price Administration Form No. 633-2179 for each item for which he figures his maximum price under section 5 of this supplement. As to each item which the processor packed prior to April 4, 1945, the report shall be filed on or before April 20, 1945. (The report for all items of a particular product shall be made on one form.) As to each item for which his first pack is started on or after April 4, 1945, the report shall be filed within 30 days after the beginning of the pack.

In addition to the report for each factory, a processor who figures a uniform maximum price for an item for a group of factories shall file on Office of Price Administration Form No. 633-2179, in duplicate and signed by him, a separate report for the price so figured, together with a statement showing the name and location of each factory in the group and his calculations under section 8 (g). The report and statement shall be filed on or before the applicable date specified above for the factory in the group at which the pack of the item is last started. Within 10 days after each time he refigures the uniform maximum price in accordance with section 8 (g) he shall file a new report for the price, together with a statement showing his calculations including volume of sales made of the production of each factory during the one-year period immediately preceding the date of refiguring.

Copies of the reporting form may be secured from any district office of the Office of Price Administration.

4. Section 11 (c) (4) is amended to read as follows:

(4) "Median price" means the middle price of a series of prices arranged in order of size or, if the series consists of an even number of prices, the simple arithmetic average of the two middle prices.

5. Section 11 (d) is added to read as follows:

(d) Form of application. Applications for adjustment shall be filed in duplicate on Office of Price Administration Form No. 633-2079 and shall contain the information specified in that form. Copies may be obtained from the Wholesale-Retail and Fruit and Vegetable Branch, Food Price Division, Office of Price Administration, Washington, D. C.

This amendment shall become effective April 4, 1945.

NOTE: All reporting requirements of this amendment have been approved by the Bu-

reau of the Budget in accordance with the Federal Reports Act of 1942.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 45-5114; Filed, Mar. 30, 1945; 11:36 a. m.]

#### PART 1381—SOFTWOOD LUMBER

[2d RMFR 19; Amdt. 8]

##### SOUTHERN PINE LUMBER

A statement of the considerations involved in the issuance of this amendment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Second Revised Maximum Price Regulation 19 is amended in the following respects:

1. In Tables 1 and 14, footnotes 14 are deleted and new footnotes 14a and 16a are added as follows:

14a. Stock dressed one (1) side thinner than  $\frac{3}{4}$ " deduct \$1.00 per M'BM from  $\frac{3}{4}$ " price for each  $\frac{1}{8}$ " thinner than  $\frac{3}{4}$ ". Stock dressed two (2) sides thinner than  $\frac{3}{4}$ ", except  $\frac{1}{16}$ " deduct 75¢ per M'BM from  $\frac{3}{4}$ " price for each  $\frac{1}{8}$ " thinner than  $\frac{3}{4}$ ". (Prices for  $\frac{1}{16}$ " S2S must be applied for under section 22.)

16a. For dressing  $\frac{5}{8}$ " and  $\frac{3}{4}$ " S2S, S3S, S4S, S2S and matched or S2S ship lap to extra standard thickness  $\frac{1}{2}$ " or more thicker than American Lumber Standards, add \$1.00 per M'BM where stock is dressed clean (or with slight skip as defined in paragraph 48 of 1939 Standard Specifications for Southern Pine Lumber when specifically permitted by such rules for the grade shipped.)

2. In Tables 2 and 15 new footnotes 10a are added to read as follows:

10a. For dressing S2S, S3S, S4S to (Industrial Standard) thickness  $1\frac{1}{4}$ " or thicker add \$1.00 per M'BM when stock is dressed clean (or with slight skip as defined in paragraph 48 of 1939 Standard Specifications for Southern Pine Lumber when specifically permitted by such rules for the grade shipped).

This amendment shall become effective April 4, 1945.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 45-5119; Filed, Mar. 30, 1945; 11:35 a. m.]

#### PART 1444—ICE BOXES

[MFR 399, Amdt. 17]

##### NEW ICE BOXES

A statement of the considerations involved in the issuance of this amendment issued simultaneously herewith has been filed with the Division of the Federal Register.

Maximum Price Regulation No. 399 is amended in the following respects:

1. Section 14, Table A, "Retail ceiling prices in each state for sales of ice boxes by ice companies and retail establishments controlled by ice companies" is amended by adding ceiling prices for a new model ice box as set forth below:

\*9 F.R. 11486, 12843; 10 F.R. 453, 1146.



TABLE A—RETAIL CEILING PRICES IN EACH STATE FOR SALES OF ICE BOXES BY ICE COMPANIES AND RETAIL ESTABLISHMENTS CONTROLLED BY ICE COMPANIES

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ala.	Ariz.	Ark.	Cal.	Col.	Conn.	Del.	D. C.	Fla.	Ga.	Idaho	Ill.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$94.50	\$97.75	\$95.75	\$97.25	\$94.50	\$97.25	\$98.50	\$98.50	\$98.50	\$99.50	\$98.00	\$93.50	\$97.50
Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ind.	Iowa	Kans.	Ky.	La.	Me.	Md.	Mass.	Mich.	Minn.	Miss.	Mo.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$94.50	\$97.75	\$97.25	\$97.25	\$97.75	\$97.25	\$98.50	\$98.50	\$98.50	\$97.75	\$97.75	\$97.75	\$97.25
Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Mont.	Neb.	Nebr.	N. H.	N. J.	N. M.	N. Y.	N. C.	N. Dak.	Ohio	Okla.	Oreg.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$94.50	\$98.75	\$97.25	\$97.25	\$98.50	\$98.50	\$97.00	\$98.50	\$98.50	\$97.25	\$97.75	\$97.25	\$97.25
Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Pa.	R. I.	S. C.	S. Dak.	Tenn.	Tex.	Utah	Vt.	Wash.	W. Va.	Wis.	Wyo.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$94.50	\$98.25	\$98.50	\$98.50	\$97.50	\$97.75	\$97.25	\$97.25	\$98.50	\$96.50	\$98.50	\$97.50	\$97.25

2. Section 16, Table C, "Retail ceiling prices in each state for all other sales of ice boxes at retail" is amended by adding ceiling prices for a new model ice box as set forth below:

TABLE C—CEILING PRICES IN EACH STATE FOR ALL OTHER SALES OF ICE BOXES AT RETAIL NO AMOUNT MAY BE ADDED TO THESE CEILING PRICES FOR DELIVERY TO THE BUYER

Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ala.	Ariz.	Ark.	Cal.	Col.	Conn.	Del.	D. C.	Fla.	Ga.	Idaho	Ill.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$101.25	\$106.00	\$103.75	\$105.50	\$102.50	\$105.25	\$106.75	\$106.75	\$106.75	\$107.50	\$106.25	\$100.50	\$105.75
Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Ind.	Iowa	Kans.	Ky.	La.	Me.	Md.	Mass.	Mich.	Minn.	Miss.	Mo.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$101.25	\$106.00	\$105.50	\$105.25	\$106.00	\$105.50	\$106.75	\$106.75	\$106.75	\$105.75	\$106.00	\$106.00	\$105.50
Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Mont.	Neb.	Nebr.	N. H.	N. J.	N. M.	N. Y.	N. C.	N. Dak.	Ohio	Okla.	Oreg.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$101.25	\$106.75	\$105.25	\$105.50	\$106.75	\$106.75	\$105.00	\$106.75	\$106.75	\$105.50	\$106.00	\$105.25	\$105.50
Manufacturer	Brand	Model	Rated ice capacity	Retail base price	Pa.	R. I.	S. C.	S. Dak.	Tenn.	Tex.	Utah	Vt.	Wash.	W. Va.	Wis.	Wyo.
Ward Refrigerator & Manufacturing Co.	Olympic	A-59	100#	\$101.25	\$106.50	\$106.75	\$106.75	\$105.75	\$106.00	\$105.25	\$105.50	\$106.75	\$104.75	\$106.75	\$105.75	\$105.25

This amendment shall become effective on the 4th day of April 1945.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5121; Filed, Mar. 30, 1945;  
11:35 a. m.]

PART 1499—COMMODITIES AND SERVICES  
[MPR 580, Amdt. 1]

RETAIL CEILING PRICES FOR CERTAIN APPAREL  
AND HOUSE FURNISHINGS

A statement of the considerations involved in the issuance of this amend-

10 F. R. 3015.

ment, issued simultaneously herewith, has been filed with the Division of the Federal Register.

Maximum Price Regulation 580 is amended in the following respects:

1. Section 4 (c) (1) is amended by changing the numbering of subparagraphs (i), (ii) (iii) and (iv) to (ii), (iii) (iv) and (v), and by adding a new subparagraph (i) to read as follows:

(i) To avoid the distortion caused by markdowns you may list as your offering price for an article either the price at which you actually offered it on the base date, or the price at which you offered that article when you first offered it for sale. However, if you cannot determine the price at which you offered the article when you first offered it for sale, you may ignore that article in preparing your chart. If you list your first offering price rather than your base date offering price, place the letter "M" after the price you list in Column 3.

This amendment shall become effective April 4, 1945.

Issued this 30th day of March 1945.

JAMES G. ROGERS, Jr.,  
Acting Administrator.

[F. R. Doc. 45-5123; Filed, Mar. 30, 1945;  
11:35 a. m.]

## TITLE 49—TRANSPORTATION AND RAILROADS

### Chapter I—Interstate Commerce Commission

#### Subchapter A—General Rules and Regulations [No. 3666]

#### PARTS 71-85—EXPLOSIVES AND OTHER DANGEROUS ARTICLES<sup>1</sup>

##### MISCELLANEOUS AMENDMENTS

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 26th day of March A. D. 1945.

In the matter of regulations for transportation of explosives and other dangerous articles.

It appearing, that pursuant to section 233 of the Transportation of Explosives Act approved March 4, 1921, (41 Stat. 1445) and Part II of the Interstate Commerce Act, the Commission has formulated and published certain regulations for transportation of explosives and other dangerous articles;

It further appearing, that in applications received we are asked to amend the aforesaid regulations as set forth in provision made part hereof;

And it further appearing, that amendments involved in said applications, having been considered and found to be in accord with the best-known practicable means for securing safety in transit and with the need therefor for promoting safety of operation and standards of equipment used in the transportation of said dangerous articles:

It is ordered, That the aforesaid regulations for transportation of explosives and other dangerous articles be, and they are hereby, amended as follows:

<sup>1</sup> Parts 2 and 3 in this order appear in CFR as Parts 72, 73 and 75.

### Part 2—List of Explosives and Other Dangerous Articles (CFR 73) Superseding and amending list, sec. 4, order Sept. 7, 1944, as follows:

Article	Classed as	Exemptions and packing (Sec.)	Label	Maximum quantity, express
(Change) *Compounds, iron or steel rust preventing or removing.	Cer. L....	244, 246	White.....	1 gallon.
(Change) Dichlorodiphenyltrichloroethane (DDT)....	Pols. B....	332, 361	Pelcon.....	250 pounds.

### Part 3—Regulations Applying to Shippers (CFR 75)

Amending section 16, order August 16, 1940, as follows (add)

NOTE: Because of the present emergency and until further order of the Commission the above paragraph shall authorize the transportation of explosives and other dangerous articles when said transportation is performed to, from or on behalf of an agency of the United States Government or the United Nations.

Amending par. (a), sec. 22, order August 16, 1940, as follows (add) (a) (1) *Provided, however*, That because of the present emergency and until further order of the Commission, containers approve for emergency or experimental shipments may be authorized in the discretion of, and upon special permit to be issued by the Director, Bureau of Service, Washington, D. C.

Superseding and amending par. (c) (1) (c) sec. 61, order August 16, 1940, to read as follows (*packing high explosive with liquid explosive ingredient*)

(c) Cartridges not exceeding 10 inches in diameter or 50 pounds in weight, with length not to exceed 30 inches. Gross weight of wooden boxes not to exceed 75 pounds. Gross weight of fiberboard boxes not to exceed 65 pounds.

Superseding and amending par. (g), sec. 272, order August 16, 1940, to read as follows:

Spec. 5A. Metal barrels or drums only for acid of 1.7059 specific gravity (60° Be. tolerance plus 0.2°); or acid of 1.81 specific gravity (65° Be.) or greater strength; or when the strength of the acid is 60°-65° Be. and the acid has been treated with an inhibitor that renders its corrosive effects on steel no greater than 68° Be. commercial sulfuric acid.

Amending sec. 332 (a) (2), order August 16, 1940, as follows (add)

NOTE: Because of the present emergency and until further order of the Commission, non-I. C. C. Specification containers used for hydrocyanic acid, liquid (Prussic acid), prior to June 15, 1943, under laws, rules or regulations of the states in which they are transported and so long as they are maintained in safe transportation condition, are authorized for use in the transportation of this material by contract or private carrier by motor vehicle, in intrastate commerce only, within those states. All other requirements of the Commission for such transportation must be complied with.

It is further ordered, That this order amending the aforesaid regulations shall be effective on and after March 26, 1945, and shall remain in full force and effect and be observed until further order of the Commission.

And it is further ordered, That a copy of this order be served upon all the parties of record herein; and that notice of this order be given to the general public

by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

(Sec. 233, 41 Stat. 1445; sec. 204, 49 Stat. 546; sec. 4, 52 Stat. 1232; sec. 20, 54 Stat. 922; 56 Stat. 176; 18 U.S.C. 383, 59 U.S.C. 304)

By the Commission, Division 3.

[SEAL] W. P. BARTEL,  
Secretary.

[F. R. Doc. 45-5098; Filed, Mar. 30, 1945;  
11:16 a. m.]

[S. O. 246-B]

### PART 95—CAR SERVICE

#### DEMURRAGE ON STATE BELT RAILROAD OF CALIFORNIA

At a session of the Interstate Commerce Commission, Division 3, held at its office in Washington, D. C., on the 29th day of March, A. D. 1945.

It appearing, that demurrage charges are not being assessed for detention to closed box cars used for transporting commodities intraterminal by the State Belt Railroad of California; that such cars are being delayed unduly, resulting in a diminution of utilization of such cars; in the opinion of the Commission an emergency exists requiring immediate action: it is ordered, that:

(a) *Demurrage charges to be applied on closed box cars engaged in intraterminal transportation.* (1) The State Belt Railroad of California shall apply the demurrage charges shown in paragraph (a) (2) to any closed box car used for transporting any commodity to, from, or between industries, plants, or piers located at points or places named in Districts A and/or B as described in Item No. 15 of Tariff I. C. C. No. 5 of the State Belt Railroad operated by the State of California.

(2) After the expiration of forty-eight (48) hours' free time after a closed box car is first placed for loading and until shipping instructions covering such car are tendered to said carrier's agent and/or after forty-eight (48) hours' free time after a closed box car is first placed for unloading and until such car is unloaded and released, the demurrage charges shall be \$2.20 per car per day or fraction thereof for the first two (2) days; \$5.50 per car per day or fraction thereof for the third day; \$11 per car per day or fraction thereof for the fourth day; and \$16.50 per car per day or fraction thereof for each succeeding day.

(b) *Application.* (1) The provisions of this order shall apply to intrastate as well as interstate traffic.

(2) On and after the effective date of this order the provisions of this order shall apply to detention of any closed box car held for either loading or unloading. The number of days such car has been held prior to the effective date of this order shall determine the charges applicable on that car on the first full demurrage day and all subsequent demurrage days occurring after the effective date of this order.

(3) *Designation of closed box cars.* This order shall apply to closed box cars having a mechanical designation in the current official Railway Equipment Register prefixed by "X" or "V" also "BX" but only when the latter cars are used in freight service.

(4) After a closed box car is loaded and released for movement by the tender of shipping instructions to said carrier's agent, if the car is not actually placed for unloading for any reason within forty-eight (48) hours after such car is released for movement, but is held by the carrier short of place of delivery for unloading, such car will be considered as constructively placed at the expiration of the said forty-eight (48) hours and demurrage time shall be computed from the expiration of the said forty-eight (48) hours until said car is unloaded and released.

(c) *Effective date.* This order shall become effective at 7:00 a. m., April 1, 1945.

(d) *Expiration date.* This order shall expire at 7:00 a. m., October 1, 1945, unless otherwise modified, changed, suspended, or annulled by order of this Commission. (40 Stat. 101, sec. 402, 41 Stat. 476, sec. 4, 54 Stat. 901, 49 U.S.C. 1 (10)-(17))

It is further ordered, that a copy of this order and direction shall be served upon the California State Railroad Commission and upon the State Belt Railroad of California; and that notice of this order be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

By the Commission, Division 3.

[SEAL] W P BARTEL,  
Secretary.

[F. R. Doc. 45-5102; Filed, Mar. 30, 1945;  
11:16 a. m.]

#### Subchapter D—Freight Forwarders

[Ex Parte 159]

#### PART 405—SURETY BONDS AND POLICIES OF INSURANCE

##### CHANGE OF EFFECTIVE DATE

In the matter of security for protection of the public as provided in Part IV of the Interstate Commerce Act, and of rules and regulations governing the filing and approval of surety bonds, policies of insurance, qualifications as a self-insurer, or other securities and agreements by freight forwarders subject to Part IV of the act.

Upon consideration of the petition of Freight Forwarders Institute, and good cause appearing: *It is ordered*, That:

The order entered in the said proceeding on October 11, 1944, (§§ 405.1-405.11, 9 F.R. 14548) to become effective on February 1, 1945, and subsequently modified to become effective April 2, 1945, is hereby further modified so as to become effective on May 1, 1945.

Service of this order shall be made by mailing a copy thereof to all freight forwarders subject to Part IV of the Interstate Commerce Act, and by posting one copy in the office of the Secretary of this Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Dated at Washington, D. C., this 28th day of March, A. D. 1945.

By the Commission, Commissioner Lee.  
[SEAL] W P BARTEL,  
Secretary.

[F. R. Doc. 45-5099; Filed, Mar. 30, 1945;  
11:16 a. m.]

#### Chapter II—Office of Defense Transportation

[Special Direction ODT 18A-2A, Amdt. 4]

#### PART 520—CONSERVATION OF RAIL EQUIPMENT; EXCEPTIONS, PERMITS, AND SPECIAL DIRECTIONS

##### CARLOAD FREIGHT TRAFFIC

Pursuant to the provisions of § 500.73 of General Order ODT 18A, as amended, item number 475 (b) of Special Direction ODT 18A-2A as amended is hereby further amended to read as follows:

475. (b) In bags, burlap or cloth; in boxes; or in sacks, paper; containing 100 pounds or more each; shall be loaded to a weight not less than 45,000 pounds, subject to Note 1, Item 485.

This Amendment 4 to Special Direction ODT 18A-2A shall become effective April 1, 1945.

(E.O. 8989, as amended, 6 F.R. 6725, 8 F.R. 14183; Gen. Order ODT 18A, as amended, 8 F.R. 14477, 9 F.R. 116, 9 F.R. 7528, 9 F.R. 13008, 10 F.R. 2523)

Issued at Washington, D. C., this 30th day of March 1945.

J. H. AYDELOTT,  
Director  
Railway Transport Department.

[F. R. Doc. 45-5081; Filed, Mar. 30, 1945;  
10:21 a. m.]

#### Notices

#### CIVIL AERONAUTICS BOARD.

[Docket Nos. 1595 and 1596]

EASTERN AIR LINES, INC., AND NATIONAL AIRLINES, INC., NEW BERN AND WILMINGTON, N. C.

#### NOTICE OF HEARING AND CANCELLATION OF HEARING

In the matter of the applications of Eastern Air Lines, Inc., and National

Airlines, Inc., for amendments of certificates of public convenience and necessity, under section 401 of the Civil Aeronautics Act of 1938, as amended.

Notice is hereby given, pursuant to the Civil Aeronautics Act of 1938, as amended, particularly sections 401 and 1001 of said act, that a hearing in the above-entitled proceeding is assigned to be held on April 5, 1945, at 10:00 a. m. (eastern war time) in the foyer of the Auditorium, Commerce Building, 14th Street and Constitution Avenue NW., Washington, D. C., before Examiners Lawrence J. Kusters and Richard A. Walsh.

The hearing on the application of National Airlines, Inc., Docket No. 1596, assigned to be held on March 31, 1945, in Room 5132, Commerce Building, Washington, D. C., before Examiner Lawrence J. Kusters, is hereby cancelled.

Dated: Washington, D. C., March 29, 1945.

By the Civil Aeronautics Board.

[SEAL] FRED A. TOOMBS,  
Secretary.

[F. R. Doc. 45-5096; Filed, Mar. 30, 1945;  
10:55 a. m.]

#### FEDERAL COMMUNICATIONS COMMISSION.

[Docket No. 6760]

BARON BROADCASTING CO.

#### ORDER GRANTING PETITION FOR HEARING AND DESIGNATING ISSUES

In re: Application of George E. Miller, J. Myron Honigman, and Lou Poller, d/b as Baron Broadcasting Company, Wilkes-Barre, Pennsylvania. For construction permit. File No. B2-P-3849.

At a session of the Federal Communications Commission, held at its offices in Washington, D. C., on the 27th day of March 1945,

The Commission having under consideration the above-entitled application for construction permit for a new standard broadcast station at Wilkes-Barre, Pennsylvania, and

The applicant having filed a petition (on February 22, 1945), pursuant to the Commission's supplemental statement of policy of January 16, 1945, requesting a hearing on the said application;

*It is ordered*, That in accordance with the procedure set forth in the Public Notice of January 25, 1945, the application be, and the same is hereby, designated for hearing, to be held at 10:00 a. m., on the 30th day of April 1945, upon the following issues:

1. To determine the legal, technical, financial, and other qualifications of the applicant partnership, and of its members, to construct and operate the proposed station.

2. To determine the areas and populations which may be expected to gain primary broadcast service from the operation of the proposed station and what other broadcast services are available to these areas and populations.

3. To determine the type and character of the program service which appli-

cant may be expected to render and the extent to which such service is now being rendered by any other station or stations serving the proposed area in whole or in part.

4. To determine the applicant's proposals with respect to the employment of personnel to construct and operate the proposed station.

5. To determine whether the granting of this application would be consistent with the Commission's supplemental statement of policy of January 26, 1944, as supplemented January 16, 1945.

6. To determine whether public interest, convenience, or necessity would be served by a grant of this application.

The applicant is hereby given the opportunity to obtain a hearing on such issues by filing a written appearance in accordance with the provisions of § 1.382 (b) of the Commission's rules and regulations. Persons other than the applicant who desire to be heard, must file a petition to intervene in accordance with the provisions of § 1.102 of the Commission's rules and regulations.

By the Commission.

[SEAL] T. J. SLOWIE,  
Secretary.

[F. R. Doc. 45-5074; Filed, Mar. 30, 1945;  
9:50 a. m.]

## FEDERAL TRADE COMMISSION.

[Docket No. 5296]

SOUTHERN CALIFORNIA FISH CORP.

### NOTICE OF HEARING

**Complaint.** The Federal Trade Commission, having reason to believe that the party respondent named in the caption hereof and hereinafter more particularly designated and described, since June 19, 1936, has violated and is now violating the provisions of subsection (c) of section 2 of Clayton Act (U.S.C. Title 15 sec. 13) as amended by the Robinson-Patman Act, approved June 19, 1936, hereby issues its complaint, stating its charges with respect thereto as follows:

**PARAGRAPH 1.** Respondent Southern California Fish Corporation is a corporation organized and existing under and by virtue of the laws of the State of California, with its principal office and place of business located at Terminal Island, California. The respondent also maintains a branch office at San Pedro, California.

**PAR. 2.** Respondent, since June 19, 1936, has been and is now engaged in the business of buying, packing, selling and distributing canned tuna, canned mackerel, canned sardines, and other sea food products (all of which are hereinafter referred to as food products) for its own account for resale.

The respondent since June 19, 1936, in the course and conduct of its said business, has sold and distributed a substantial portion of its food products directly to buyers for their own account for resale, and also through brokers to buyers.

Some of such direct buyers are located in states other than the state of which the respondent is located, and as a result

of said sales and the respondent's instructions, such food products are shipped and transported across state lines to such buyers so located.

Representative of respondent's buyers are: Forrest Abbott Company, Greenville, South Carolina; Charles R. Allen, Charleston, South Carolina; Bonacker Brothers, Inc., Tampa, Florida; Bonacker, Holt & Acosta, Inc., Jacksonville, Florida; T. W. Holt, Jacksonville, Florida; Donelson & Poston, Memphis, Tennessee; Foote Bros. & Co., Norfolk, Virginia; Wm. R. Hill & Co., Richmond, Virginia; W. M. Meador Company, Inc., Mobile, Alabama; Harry H. Roy, Baltimore, Maryland; and Spence-Tomlin Company, Albany, Georgia.

**PAR. 3.** All food products sold by respondent bear a label upon which appears a brand, trade-mark, or trade name. Such labels are attached to such food products to identify them as the products of the person owning the brands, so that repeat sales may be centered upon such brand.

A brand, or trade-mark, or trade name may be defined as a symbol of business good will. Good will is an attitude in people which causes them to continue to patronize a certain place or person or to purchase a definite commodity. Upon the brand used depends to whom the good will created by the product accrues. Thus, when respondent sells goods which bear its own brand, the good will accrues to it; whereas, when it sells goods bearing the brand of another, the good will accrues not to the respondent, but to the person who owns the brand. That such is the purpose and effect of the use of brands is well known in the industry.

The respondent's food products are sold and distributed under two distinct brand classifications, namely, (1) sellers' brands and (2) private brands.

A seller's brand may be defined as a brand, owned and controlled by the original seller, and as referred to herein designates brands owned and utilized by respondent in the promotion and sale of its products, which brand identifies the particular products for which respondent assumes the responsibility all the way through the channels of distribution to the consumer, and whatever good will is established thereby accrues to respondent. Among the brands so used by respondent are: "Blue Sea", "Sunset", "Senorita", "Signorina", "Sunshine" and "Italy".

Private brands may be defined as brands owned and controlled by other than the original sellers, and as referred to herein designate brands utilized by distributors other than the original sellers, which brands identify the food products with the particular seller and permit such distributors to promote the sale of those food products independently of respondent; and distributors rather than respondent assume the responsibility all the way through the channels of distribution to the consumer, and whatever good will is established accrues to the distributors and not to the respondent. Distributors and not respondent determine the sales and price policies with reference to such food products.

**PAR. 4.** Respondent sells and distributes food products by two separate and distinct methods.

**First:** The first method is by selling to buyers through brokers of food products.

A broker of food products may be defined as a sales agent who negotiates the sale of food products for and on account of the seller as principal, and whose compensation is a commission or brokerage fee paid by the seller. A broker of food products does not buy food products from his principal and sell such products for his own account.

Such brokers act as the respondent's sales agents, soliciting and obtaining orders for respondent's food products at respondent's prices, on respondent's terms, and largely on the reputation for quality of respondent's products. Such brokers transmit such purchase orders to the respondent who thereafter invoices and ships the food products to the customers. The respondent pays such brokers for their service in negotiating and making such sales for the respondent's account, commissions or brokerage fees, which are customarily based on a percentage of the invoice sales prices of the food product sold.

The food products so sold by brokers always bear the brand or label of the respondent, or of the buyers to whom the respondent sells. Therefore, none of the good will established by the products accrues to the brokers. Such brokers are not traders for profit and do not take title to or have any financial interest in the product sold, and neither make a profit nor suffer a loss on the transaction.

**Second:** The second method is by the sale of food products by the respondent direct to buyers. All such buyers referred to herein are "direct buyers". In transactions between respondent and such buyers, the respondent does not use brokers.

One class of such direct buyers is known to the trade, and generally, as "buying brokers". These buyers designate themselves as brokers, but are not in fact brokers.

The food products sold by the respondent to some such direct buyers bear brands or labels owned by such buyers, and as to such food products so branded, all the good will established by the quality of respondent's food products accrues to such direct buyers. For the purpose of assuring themselves of the quality of the products so purchased and branded with their own labels, such buyers do not rely upon the reputation for quality of respondent's branded products, or upon the reputation for quality of the branded products of other packers; but such buyers have established certain quality standards of their own for each of their several brands, and purchase products at the lowest available price from respondent and other packers which most nearly approach or exceed their own quality standards on the basis of independent tests by disinterested graders.

The respondent also sells to other direct buyers (some of whom also incorrectly designate themselves as

"brokers") who purchase the respondent's food products exclusively under respondent's brands or labels in their own respective names and for their own accounts for resale.

The respondent pays such buyers of its food products, directly or indirectly (regardless of whether such food products are purchased under respondent's labels or private labels), commissions or brokerage fees, or allowances or discounts in lieu thereof on such purchases.

Such direct buyers transmit their own purchase orders for food products directly to the respondent. The respondent thereafter invoices and ships such food products directly to such buyers from whom the respondent collects the purchase price of the merchandise. The respondent, among its several methods of sales, pays such buyers commissions or brokerage fees on such purchases (a) by deducting or allowing from the invoice price of the food products purchased an amount which is equal or approximately equal to the commissions or brokerage fees paid by the respondent to its brokers (as illustrated in the first method) (b) or by selling to such buyers at a net price which reflects brokerage customarily paid its brokers, and (c) by remitting to the buyer by check for the brokerage after such buyer has accepted and honored respondent's draft for the purchase price.

Contrary to the manner in which brokers operate (as described in method one above), such buyers are traders for profit, purchasing and reselling such food products in their own names and for their own accounts, taking title to the food products and assuming all risk incident to ownership.

Such resales are not made at the prices, and on the terms dictated by respondent, but at the prices and on the terms determined by the buyer who makes a profit or suffers a loss thereon, as the case may be.

Said direct buyers shop the market, and purchase food products from several sellers, including respondent, and purchase where they are able to secure the highest grade product at the most favorable prices and terms, including the direct or indirect payment of commissions or brokerage fees.

Said buyers pay the price of the food products purchased from respondent, as a condition precedent to delivery of such food products by the carrier to them. If the food products shipped by the respondent to the buyers are lost or damaged in transit, such buyers file claim with the carrier and collect damages from the carrier for their own accounts.

Such buyers, upon receipt of such food products from the respondent, warehouse them in their own warehouse or in public warehouses, and insure the products at their own expense and in their own names and for their own accounts against contingent loss or damage. Subsequently said buyers pledge warehouse receipts and insurance contracts covering these products they have purchased as security for loans from banks.

PAR. 5. The respondent, since June 19, 1936, in connection with the interstate sale of its food products by the second

method set forth in paragraph 4, have paid or granted and are now paying or granting, directly and indirectly, commissions, brokerage, or other compensation, or discounts in lieu thereof, to buyers of their food products, and such acts and practices as set forth above are in violation of subsection (c) of section 2 of the Clayton Act as amended.

Wherefore, the premises considered, the Federal Trade Commission on this 21st day of March A. D. 1945, issues its complaint against said respondent.

**Notice.** Notice is hereby given you, Southern California Fish Corporation, a corporation, respondent herein, that the 27th day of April A. D. 1945, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The rules of practice adopted by the Commission with respect to answers or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitute the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true.

Contemporaneously with the filing of such answer the respondent may give notice in writing that he desires to be heard on the question as to whether the admitted facts constitute the violation of law charged in the complaint. Pursuant to such notice, the respondent may file a brief, directed solely to that question, in accordance with Rule XXIII.

In witness whereof, the Federal Trade Commission has caused this, its com-

plaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 21st day of March, A. D., 1945.

By the Commission.

[SEAL]

OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 45-5104; Filed, Mar. 30, 1945; 11:31 a. m.]

[Docket No. 5297]

DEL MAR CANNING CO.

NOTICE OF HEARING

**Complaint.** The Federal trade Commission, having reason to believe that the party respondent named in the caption hereof and hereinafter more particularly designated and described, since June 19, 1936, has violated and is now violating the provisions of subsection (c) of section 2 of the Clayton Act (U. S. C. Title 15, sec. 13) as amended by the Robinson-Patman Act, approved June 19, 1936, hereby issues its complaint, stating its charges with respect thereto as follows:

PARAGRAPH 1. Respondent Del Mar Canning Company is a corporation organized and existing under the laws of the State of California, with its principal office and place of business located at 756 Ocean View Avenue, Monterey, California.

PAR. 2. Respondent, since June 19, 1936, has been and is now engaged in the business of buying, packing, selling and distributing canned squid, canned mackerel, canned sardines, and other sea food products (all of which are hereinafter referred to as food products) for its own account for resale.

The respondent, since June 19, 1936, in the course and conduct of its said business, has sold and distributed a substantial portion of its food products, directly to buyers, and through brokers to buyers.

Some such direct buyers are located in states other than the state in which the respondent is located, and as a result of said sales and the respondent's instructions, such food products are shipped and transported across state lines to such buyers so located.

Representative of respondent's buyers are: Lloyd A. Gray 'Co., Jacksonville, Florida; Haas Guthman Co., Savannah, Georgia; J. T. Jarrell Company, Little Rock, Arkansas; and P. B. Smith, Charleston, South Carolina.

PAR. 3. All food products sold by respondent bear a label upon which appears a brand, trade-mark, or trade name. Such labels are attached to such food products to identify them as the products of the person owning the brands, so that repeat sales may be centered upon such brand.

A brand, or trade-mark, or trade name may be defined as a symbol of business good will. Good will is an attitude in people which causes them to continue to patronize a certain place or person or to purchase a definite commodity. Upon the brand used depends to whom the good will created by the product accrues.



Thus, when respondent sells goods which bear its own brand, the good will accrues to it; whereas, when it sells goods bearing the brand of another, the good will accrues not to the respondent, but to the person who owns the brand. That such is the purpose and effect of the use of brands is well known in the industry.

The respondent's food products are sold and distributed under two distinct brand classifications, namely, (1) sellers' brands and (2) private brands.

A seller's brand may be defined as a brand, owned and controlled by the original seller, and as referred to herein designates brands owned and utilized by respondent in the promotion and sale of its products, which brand identifies the particular products for which respondent assumes the responsibility all the way through the channels of distribution to the consumer, and whatever good will is established thereby accrues to respondent. Among the brands so used by respondent are: "Rio del Mar" "Ready Meal"

Private brands may be defined as brands owned and controlled by other than the original sellers, and as referred to herein designate brands utilized by distributors other than the original sellers, which brands identify the food products with the particular seller and permit such distributors to promote the sale of those food products independently of respondent; and distributors rather than respondent assume the responsibility all the way through the channels of distribution to the consumer, and whatever good will is established accrues to the distributors and not to the respondent. Distributors and not respondent determine the sales and price policies with reference to such food products.

PAR. 4. Respondent sells and distributes food products by two separate and distinct methods.

*First.* The first method is by selling to buyers through brokers of food products.

A broker of food products may be defined as a sales agent who negotiates the sale of food products for and on account of the seller as principal, and whose compensation is a commission or brokerage fee paid by the seller. A broker of food products does not buy food products from his principal and sell such products for his own account.

Such brokers act as the respondent's sales agents, soliciting and obtaining orders for respondent's food products at respondent's prices, on respondent's terms, and largely on the reputation for quality of respondent's products. Such brokers transmit such purchase orders to the respondent who thereafter invoices and ships the food products to the customers. The respondent pays such brokers for their service in negotiating and making such sales for the respondent's account, commissions or brokerage fees, which are customarily based on a percentage of the invoice sales prices of the food product sold.

The food products so sold by brokers always bear the brand or label of the respondent, or of the buyers to whom the respondent sells. Therefore, none of the good will established by the products ac-

crues to the brokers. Such brokers are not traders for profit and do not take title to or have any financial interest in the product sold, and neither make a profit nor suffer a loss on the transaction.

*Second.* The second method is by the sale of food products by the respondent direct to buyers. All such buyers referred to herein are "direct buyers" in transactions between respondent and such buyers, the respondent does not use brokers.

One class of such direct buyers is known to the trade, and generally, as "buying brokers." These buyers designate themselves as brokers, but are not in fact brokers.

The food products sold by the respondent to some such direct buyers bear brands or labels owned by such buyers, and as to such food products so branded, all the good will established by the quality of respondent's food products accrues to such direct buyers. For the purpose of assuring themselves of the quality of the products so purchased and branded with their own labels, such buyers do not rely upon the reputation for quality of respondent's branded products, or upon the reputation for quality of the branded products of other packers; but such buyers have established certain quality standards of their own for each of their several brands, and purchase products at the lowest available price from respondent and other packers which most nearly approach or exceed their own quality standards on the basis of independent tests by disinterested graders.

The respondent also sells to other direct buyers (some of whom also incorrectly designate themselves as "brokers") who purchase the respondent's food products exclusively under respondent's brands or labels in their own respective names and for their own accounts for resale.

The respondent pays such buyers of its food products, directly or indirectly (regardless of whether such food products are purchased under respondent's labels or private labels) commissions or brokerage fees, or allowances or discounts in lieu thereof on such purchases.

Such direct buyers transmit their own purchase orders for food products directly to the respondent. The respondent thereafter invoices and ships such food products directly to such buyers from whom the respondent collects the purchase price of the merchandise. The respondent, among its several methods of sales, pays such buyers commissions or brokerage fees on such purchases (a) by deducting or allowing from the invoice price of the food products purchased an amount which is equal or approximately equal to the commissions or brokerage fees paid by the respondent to its brokers, (as illustrated in the first method), (b) or by selling to such buyers at a net price which reflects brokerage customarily paid its brokers, and (c) by remitting to the buyer by check for the brokerage after such buyer has accepted and honored respondent's draft for the purchase price.

Contrary to the manner in which brokers operate (as described in method

one above), such buyers are traders for profit, purchasing and reselling such food products in their own names and for their own accounts, taking title to the food products and assuming all risk incident to ownership.

Such resales are not made at the prices, and on the terms dictated by respondent, but at the prices and on the terms determined by the buyer who makes a profit or suffers a loss thereon, as the case may be.

Said direct buyers shop the market, and purchase food products from several sellers, including respondent, and purchase where they are able to secure the highest grade product at the most favorable prices and terms, including the direct or indirect payment of commissions or brokerage fees.

Said buyers pay the price of the food products purchased from respondent, as a condition precedent to delivery of such food products by the carrier to them. If the food products shipped by the respondent to the buyers are lost or damaged in transit, such buyers file claim with the carrier and collect damages from the carrier for their own accounts.

Such buyers, upon receipt of such food products from the respondent, warehouse them in their own warehouse or in public warehouses, and insure the products at their own expense and in their own names and for their own accounts against contingent loss or damage. Subsequently, said buyers pledge warehouse receipts and insurance contracts covering these products they have purchased as security for loans from banks.

PAR. 5. The respondent, since June 19, 1936, in connection with the interstate sale of its food products by the second method set forth in paragraph four, have paid or granted and are now paying or granting, directly and indirectly, commissions, brokerage, or other compensation, or discounts in lieu thereof, to buyers of their food products, and such acts and practices as set forth above are in violation of subsection (c) of section 2 of the Clayton Act as amended.

Wherefore, the premises considered, the Federal Trade Commission on this 22d day of March, A. D., 1945, issues its complaint against said respondent.

*Notice.* Notice is hereby given you, Del Mar Canning Company, a corporation, respondent herein, that the 27th day of April, A. D., 1945, at 2 o'clock in the afternoon, is hereby fixed as the time, and the offices of the Federal Trade Commission in the City of Washington, D. C., as the place, when and where a hearing will be had on the charges set forth in this complaint, at which time and place you will have the right, under said Act, to appear and show cause why an order should not be entered by said Commission requiring you to cease and desist from the violations of the law charged in the complaint.

You are notified and required, on or before the twentieth day after service upon you of this complaint, to file with the Commission an answer to the complaint. If answer is filed and if your appearance at the place and on the date above stated be not required, due notice to that effect will be given you. The rules

of practice adopted by the Commission with respect to answer or failure to appear or answer (Rule IX) provide as follows:

In case of desire to contest the proceeding the respondent shall, within twenty (20) days from the service of the complaint, file with the Commission an answer to the complaint. Such answer shall contain a concise statement of the facts which constitutes the ground of defense. Respondent shall specifically admit or deny or explain each of the facts alleged in the complaint, unless respondent is without knowledge, in which case respondent shall so state.

Failure of the respondent to file answer within the time above provided and failure to appear at the time and place fixed for hearing shall be deemed to authorize the Commission, without further notice to respondent, to proceed in regular course on the charges set forth in the complaint.

If respondent desires to waive hearing on the allegations of fact set forth in the complaint and not to contest the facts, the answer may consist of a statement that respondent admits all the material allegations of fact charged in the complaint to be true. Respondent by such answer shall be deemed to have waived a hearing on the allegations of fact set forth in said complaint and to have authorized the Commission, without further evidence, or other intervening procedure, to find such facts to be true.

Contemporaneously with the filing of such answer the respondent may give notice in writing that he desires to be heard on the question as to whether the admitted facts constitute the violation of law charged in the complaint. Pursuant to such notice, the respondent may file a brief, directed solely to that question, in accordance with Rule XXIII.

In witness whereof, the Federal Trade Commission has caused this, its complaint, to be signed by its Secretary, and its official seal to be hereto affixed, at Washington, D. C., this 22d day of March, A. D. 1945.

By the Commission.

[SEAL] OTIS B. JOHNSON,  
Secretary.

[F. R. Doc. 45-5103; Filed, Mar. 30, 1945;  
11:31 a. m.]

## HOME OWNERS' LOAN CORPORATION.

### 1½ PERCENT BONDS, SERIES M

#### NOTICE OF CALL FOR REDEMPTION BEFORE MATURITY

To holders of Home Owners' Loan Corporation 1½ percent bonds, Series M, and others concerned:

Public notice is hereby given that all outstanding Home Owners' Loan Corporation 1½ percent bonds of Series M, 1945-47, dated June 1, 1939, are hereby called for redemption on June 1, 1945, and will cease to bear interest on that date.

An offering of interest-bearing obligations of the United States will be made available to holders of the bonds now called for redemption, concerning which public announcement will be made by the Secretary of the Treasury.

Full information regarding the presentation and surrender of such Home Owners' Loan Corporation 1½ percent

bonds of Series M for redemption on June 1, 1945, is contained in United States Treasury Department Circular No. 666 relating to payment or redemption of securities.

(Sec. 4 (b) of the HOL Act of 1933, 48 Stat. 129, as amended by secs. 1 (a) 2, 3, 4, 13 of the act of April 27, 1934, 48 Stat. 643, 644, 645, 647, secs. 506 (a), (b), 508 (b) of the act of June 27, 1934, 48 Stat. 1263, 1264, sec. 11 of the act of May 28, 1935, 49 Stat. 296; 12 U.S.C. 1463; E.O. 9070, 7 F.R. 1529)

[SEAL] HOME OWNERS' LOAN  
CORPORATION,  
JOHN H. FAHEY,  
Federal Home Loan  
Bank Commissioner

MARCH 23, 1945.

Approved:

H. MORGENTHAU, Jr.,  
Secretary of the Treasury.

[F. R. Doc. 45-5097; Filed, Mar. 30, 1945;  
11:05 a. m.]

## INTERSTATE COMMERCE COMMISSION.

[S. O. 70-A, Special Permit 943]

### RECONSIGNMENT OF TOMATOES AT CHICAGO, ILL.

Pursuant to the authority vested in me by paragraph (f) of the first ordering paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Chicago, Illinois, March 27, 1945, by J. Frankina & Company, of car NWX 1510, tomatoes, now on the Chicago Produce Terminal, to Leone Fruit & Produce Company, Pittsburgh, Pennsylvania (P.R.R.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of March 1945.

V. C. CLINGER,  
Director  
Bureau of Service.

[F. R. Doc. 45-5100; Filed, Mar. 30, 1945;  
11:16 a. m.]

[S. O. 70-A, Special Permit 944]

### RECONSIGNMENT OF ONIONS AT PITTSBURGH, PA.

Pursuant to the authority vested in me by paragraph (f) of the first ordering

paragraph (§ 95.35, 8 F.R. 14624) of Service Order No. 70-A of October 22, 1943, permission is granted for any common carrier by railroad subject to the Interstate Commerce Act:

To disregard entirely the provisions of Service Order No. 70-A insofar as it applies to the reconsignment at Pittsburgh, Pennsylvania, March 27, 1945, by Ray Matthews Produce Company, of car WFE 61683, onions, now on the Pennsylvania Railroad, to Schley Brothers, Baltimore, Maryland. (P. R. R.).

The waybill shall show reference to this special permit.

A copy of this special permit has been served upon the Association of American Railroads, Car Service Division, as agent of the railroads subscribing to the car service and per diem agreement under the terms of that agreement; and notice of this permit shall be given to the general public by depositing a copy in the office of the Secretary of the Commission at Washington, D. C., and by filing it with the Director, Division of the Federal Register.

Issued at Washington, D. C., this 27th day of March 1945.

V. C. CLINGER,  
Director,  
Bureau of Service.

[F. R. Doc. 45-5101; Filed, Mar. 30, 1945;  
11:16 a. m.]

## OFFICE OF ALIEN PROPERTY CUSTODIAN.

[Vesting Order 4754]

BRIDGE IMPORT Co.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the Alien Property Custodian, after investigation:

1. Having found and determined in Vesting Order Number 353, dated November 11, 1942, that Bridge Import Company is a business enterprise within the United States and a national of a designated enemy country (Germany);

2. Finding that Bridge Import Company is the owner of the property described in subparagraph 3 hereof;

3. Finding that the property described as follows: a. 115 packages of synthetic and semi-precious stones held by the Collector of Customs, Port of New York, under Seizure No. 22310, dated January 8, 1942, and more particularly described in Exhibit A, attached hereto and made a part hereof,

b. 108 packages of synthetic and semi-precious stones held by the Collector of Customs, Port of New York, under Seizure No. 23951, dated May 8, 1942, and more particularly described in Exhibit B, attached hereto and made a part hereof,

c. 40 packages of synthetic and semi-precious stones held by the Collector of Customs, Port of New York, under Seizure No. 22351, dated February 3, 1942, and more particularly described in Exhibit C, attached hereto and made a part hereof, and

d. 10 industrial diamonds weighing 1.20 carats held by the Collector of Customs, Port of New York, under Seizure No. 17861, pursuant to an order of the United States District Court, Southern District of New York,

is property within the United States owned or controlled by a national of a designated enemy country (Germany);

## EXHIBIT A—Continued

General order No	Date of general order number	Consular invoice No	Package No	Postal notification No	Date of postal notification number
2840	do	853	1081	230570	Do
2850	do	855	1077	230576	Do
2851	do	856	1078	230582	Do
2852	do	850	1082	230583	Do
2853	do	858	1080	230584	Do
2854	do	848	1041	230572	Do
			1042	230575	Do
			1043	230585	Do
2855 <sup>1</sup>	do	802	1085	230587	Do
			1086	230587	Do
2856	do	801	1084	230588	Do
2857	do	840	1036	230573	Do
			1036	230589	Do
			1037	230591	Do
			1038	230580	Do
			1039	230580	Do
2858	June 30, 1941	820	1040	230579	Do
3250	Aug. 9, 1941	963	1083	230643	Do
3251	do	968	1098	230651	July 14, 1941
3252	do	970	1100	230644	Aug. 11, 1941
3253	do	971	1101	230654	Do
3254	do	972	1102	230659	Do
			1103	230665	Do
			1104	230665	Do
			1105	230665	Do
3255 <sup>1</sup>	do	973	1107	230672	Do
			1108	230674	Do
3256	do	974	1088	230674	Do
3257	do	976	1080	230640	Do
3258	do	976	1090	230645	Do
3259	do	977	1091	230637	Do
3260	do	978	1092	230640	Do
			1093	230640	Do
			1094	230641	Do
			1095	230641	Do
			1096	230641	Do
3261	do	979	1096	230639	Do
3262	do	981	1100	230637	Do
3263	do	982	1110	230643	Do
3264	do	983	1111	230641	Do
			1112	230641	Do
			1113	230641	Do
3265	do	984	1113	230641	Do
3266	do	985	1114	230638	Do
3267	do	986	1115	230638	Do
3268	do	987	1116	230673	Do
3269	do	988	1117	230656	Do
3270	do	989	1118	230643	Do
3271	do	990	1119	230647	Do
3272	do	1030	1120	230653	Do
			1121	230652	Do
			1122	230652	Do
3273	do	1010	1123	230652	Do
			1124	230652	Do
			1125	230652	Do
			1126	230652	Do
			1127	230652	Do
3274	do	1018	1128	230652	Do
3275	do	1013	1129	230649	Do
			1130	230649	Do
			1131	230649	Do
3276	do	1014	1132	230649	Do
3277	do	1015	1133	230649	Do
3278	do	1016	1134	230649	Do
3279	do	1017	1135	230649	Do
3280	do	1021	1136	230649	Do
3281	do	1022	1137	230649	Do
3282	do	1023	1138	230649	Do
3283	do	1024	1139	230649	Do
3284	do	1025	1140	230649	Do
3285	do	1026	1141	230649	Do
3286	do	1027	1142	230649	Do
3287	do	1028	1143	230649	Do
3288	do	1029	1144	230649	Do
3289	do	1030	1145	230649	Do
3290	do	1030	1099	230651	Do
3291	do	980	1097	230653	Do

<sup>1</sup> None—less than \$100<sup>2</sup> 1 only<sup>3</sup> 1 package only

that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions

Any person, except a national of a designated enemy country, asseting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No 9095 as amended

Executed at Washington, D C, on March 14 1945

JAMES E MARKHAM,  
Alien Property Custodian

[SEAL]

EXHIBIT A<sup>1</sup>

[115 packages—Seizure No 22310—Jan 8, 1942]

General order No	Date of general order number	Consular Invoice No	Package No	Postal notification No	Date of postal notification number
2160	May 23, 1941	1654	884 885 886 887	230763	May 27, 1941
2167	do	1624	877	230763	Do
2163	do	1623	874 875 876	230774	Do
2169	do	1641	870 861 862 863	230778	Do
2162	do	1603	867	230780	Do
2163	do	1604	868	230783	Do
2164	do	1605	869	230786	Do
2165	do	1625	870	230787	Do
2166	do	1623	870	230790	Do
2167	do	1640	865	230793	May 23, 1941
2168	do	1620	871	230796	Do
2169	do	1659	852	230800	Do
2170	do	1659	859	230809	May 27, 1941
2171	do	1656	891	230913	Do
2172	do	1659	863	230924	Do
2173	do	1622	873	230931	Do
2174	do	1623	874	230938	Do
2175	do	1623	869	230969	Do
2176	do	1640	1016	231164	Do
2177	do	1650	1036	231163	May 31, 1941
2178	do	1650	1037	231116	Do
2179	do	1682	1031	231117	Do
2180	do	1681	1030	231168	Do
2181	do	1678	1024	231172	Do
2182	do	1670	1024	231170	Do
2183	do	1677	1017	231708	June 13, 1941
2184	do	1683	1021	238269	June 26, 1941
2185	do	1667	1070	239674	July 11, 1941

EXHIBIT B  
[108 Packages—Soleure No 23951—May 8 1942]

General order No	Date of general order No	Consular Invoice No	Package No	Postal notification No	Date of postal notification No
2415	July 8 1941	337	1231	289193	July 8, 1941
2416	do.	338	1232	289192	Do
2417	do	312	1233	289189	Do
2418	do	335	1234	289190	Do
2419	do	304	1235	289254	Do
2420	do	334	1236	289276	Do
2421	do	302	1237	289191	July 9, 1941
2422	do	333	1238	289253	July 8, 1941
2423	do	330	1239	289257	Do
2424	do	324	1240	289258	Do
2425	do	307	1241	289277	Do
2426	do	300	1242	289278	Do
2427	do	305	1243	289315	Do
2428	do	320	1244	289276	Do
2429	do	313	1245	289277	Do
2430	do	311	1246	289269	Do
2431	do	300	1247	289317	Do
2432	do	300	1248	289264	July 8, 1941
2433	do	300	1249	289270	July 9, 1941
2434	do	300	1250	289284	Do
2435	do	300	1251	289318	Do
2436	do	300	1252	289318	Do
2437	do	300	1253	289308	Do
2438	do	300	1254	289255	Do
2439	do	300	1255	289256	Do
2440	do	300	1256	289257	Do
2441	do	300	1257	289258	Do
2442	do	300	1258	289259	Do
2443	do	300	1259	289260	Do
2444	do	300	1260	289261	Do
2445	do	300	1261	289262	Do
2446	do	300	1262	289263	Do
2447	do	300	1263	289264	Do
2448	do	300	1264	289265	Do
2449	do	300	1265	289266	Do
2450	do	300	1266	289267	Do
2451	do	300	1267	289268	Do
2452	do	300	1268	289269	Do
2453	do	300	1269	289270	Do
2454	do	300	1270	289271	Do
2455	do	300	1271	289272	Do
2456	do	300	1272	289273	Do
2457	do	300	1273	289274	Do
2458	do	300	1274	289275	Do
2459	do	300	1275	289276	Do
2460	do	300	1276	289277	Do
2461	do	300	1277	289278	Do
2462	do	300	1278	289279	Do
2463	do	300	1279	289280	Do
2464	do	300	1280	289281	Do
2465	do	300	1281	289282	Do
2466	do	300	1282	289283	Do
2467	do	300	1283	289284	Do
2468	do	300	1284	289285	Do
2469	do	300	1285	289286	Do
2470	do	300	1286	289287	Do
2471	do	300	1287	289288	Do
2472	do	300	1288	289289	Do
2473	do	300	1289	289290	Do
2474	do	300	1290	289291	Do
2475	do	300	1291	289292	Do
2476	do	300	1292	289293	Do
2477	do	300	1293	289294	Do
2478	do	300	1294	289295	Do
2479	do	300	1295	289296	Do
2480	do	300	1296	289297	Do
2481	do	300	1297	289298	Do
2482	do	300	1298	289299	Do
2483	do	300	1299	289300	Do
2484	do	300	1300	289301	Do
2485	do	300	1301	289302	Do
2486	do	300	1302	289303	Do
2487	do	300	1303	289304	Do
2488	do	300	1304	289305	Do
2489	do	300	1305	289306	Do
2490	do	300	1306	289307	Do
2491	do	300	1307	289308	Do
2492	do	300	1308	289309	Do
2493	do	300	1309	289310	Do
2494	do	300	1310	289311	Do
2495	do	300	1311	289312	Do
2496	do	300	1312	289313	Do
2497	do	300	1313	289314	Do
2498	do	300	1314	289315	Do
2499	do	300	1315	289316	Do
2500	do	300	1316	289317	Do
2501	do	300	1317	289318	Do
2502	do	300	1318	289319	Do
2503	do	300	1319	289320	Do
2504	do	300	1320	289321	Do
2505	do	300	1321	289322	Do
2506	do	300	1322	289323	Do
2507	do	300	1323	289324	Do
2508	do	300	1324	289325	Do
2509	do	300	1325	289326	Do
2510	do	300	1326	289327	Do
2511	do	300	1327	289328	Do
2512	do	300	1328	289329	Do
2513	do	300	1329	289330	Do
2514	do	300	1330	289331	Do
2515	do	300	1331	289332	Do
2516	do	300	1332	289333	Do
2517	do	300	1333	289334	Do
2518	do	300	1334	289335	Do
2519	do	300	1335	289336	Do
2520	do	300	1336	289337	Do
2521	do	300	1337	289338	Do
2522	do	300	1338	289339	Do
2523	do	300	1339	289340	Do
2524	do	300	1340	289341	Do
2525	do	300	1341	289342	Do
2526	do	300	1342	289343	Do
2527	do	300	1343	289344	Do
2528	do	300	1344	289345	Do
2529	do	300	1345	289346	Do
2530	do	300	1346	289347	Do
2531	do	300	1347	289348	Do
2532	do	300	1348	289349	Do
2533	do	300	1349	289350	Do
2534	do	300	1350	289351	Do
2535	do	300	1351	289352	Do
2536	do	300	1352	289353	Do
2537	do	300	1353	289354	Do
2538	do	300	1354	289355	Do
2539	do	300	1355	289356	Do
2540	do	300	1356	289357	Do
2541	do	300	1357	289358	Do
2542	do	300	1358	289359	Do
2543	do	300	1359	289360	Do
2544	do	300	1360	289361	Do
2545	do	300	1361	289362	Do
2546	do	300	1362	289363	Do
2547	do	300	1363	289364	Do
2548	do	300	1364	289365	Do
2549	do	300	1365	289366	Do
2550	do	300	1366	289367	Do
2551	do	300	1367	289368	Do
2552	do	300	1368	289369	Do
2553	do	300	1369	289370	Do
2554	do	300	1370	289371	Do
2555	do	300	1371	289372	Do
2556	do	300	1372	289373	Do
2557	do	300	1373	289374	Do
2558	do	300	1374	289375	Do
2559	do	300	1375	289376	Do
2560	do	300	1376	289377	Do
2561	do	300	1377	289378	Do
2562	do	300	1378	289379	Do
2563	do	300	1379	289380	Do
2564	do	300	1380	289381	Do
2565	do	300	1381	289382	Do
2566	do	300	1382	289383	Do
2567	do	300	1383	289384	Do
2568	do	300	1384	289385	Do
2569	do	300	1385	289386	Do
2570	do	300	1386	289387	Do
2571	do	300	1387	289388	Do
2572	do	300	1388	289389	Do
2573	do	300	1389	289390	Do
2574	do	300	1390	289391	Do
2575	do	300	1391	289392	Do
2576	do	300	1392	289393	Do
2577	do	300	1393	289394	Do
2578	do	300	1394	289395	Do
2579	do	300	1395	289396	Do
2580	do	300	1396	289397	Do
2581	do	300	1397	289398	Do
2582	do	300	1398	289399	Do
2583	do	300	1399	289400	Do
2584	do	300	1400	289401	Do
2585	do	300	1401	289402	Do
2586	do	300	1402	289403	Do
2587	do	300	1403	289404	Do
2588	do	300	1404	289405	Do
2589	do	300	1405	289406	Do
2590	do	300	1406	289407	Do
2591	do	300	1407	289408	Do
2592	do	300	1408	289409	Do
2593	do	300	1409	289410	Do
2594	do	300	1410	289411	Do
2595	do	300	1411	289412	Do
2596	do	300	1412	289413	Do
2597	do	300	1413	289414	Do
2598	do	300	1414	289415	Do
2599	do	300	1415	289416	Do
2600	do	300	1416	289417	Do
2601	do	300	1417	289418	Do
2602	do	300	1418	289419	Do
2603	do	300	1419	289420	Do
2604	do	300	1420	289421	Do
2605	do	300	1421	289422	Do
2606	do	300	1422	289423	Do
2607	do	300	1423	289424	Do
2608	do	300	1424	289425	Do
2609	do	300	1425	289426	Do
2610	do	300	1426	289427	Do
2611	do	300	1427	289428	Do
2612	do	300	1428	289429	Do
2613	do	300	1429	289430	Do
2614	do	300	1430	289431	Do
2615	do	300	1431	289432	Do
2616	do	300	1432	289433	Do
2617	do	300	1433	289434	Do
2618	do	300	1434	289435	Do
2619	do	300	1435	289436	Do
2620	do	300	1436	289437	Do
2621	do	300	1437	289438	Do
2622	do	300	1438	289439	Do
2623	do	300	1439	289440	Do
2624	do	300	1440	289441	Do
2625	do	300	1441	289442	Do
2626	do	300	1442	289443	Do
2627	do	300	1443	289444	Do
2628	do	300	1444	289445	Do
2629	do	300	1445	289446	Do
2630	do	300	1446	289447	Do
2631	do	300	1447	289448	Do
2632	do	300	1448	289449	Do
2633	do	300	1449	289450	Do
2634	do	300	1450	289451	Do
2635					

1. That Fernseh G. m. b. H. is a corporation organized under the laws of and having its principal place of business in Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Fernseh G. m. b. H.,

3. That the property described as follows: All interest and rights (including all accrued royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described together with the right to sue therefor) created in Fernseh A. G. by virtue of an agreement entered into January 3, 1938 (including all modifications thereof and supplements thereto, if any) by and between Fernseh A. G., American Telephone & Telegraph Company, Western Electric Company, Incorporated and Electrical Research Products, Incorporated, which agreement relates, among other things, to United States Letters Patent No. 2,292,869,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 26, 1945.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 45-5032; Filed, Mar. 30, 1945;  
10:49 a. m.]

[Vesting Order 4660]

BRUNO HELBERGER AND PETER LERTES

In re: Interest of Bruno Helberger and Peter Lertes in patents.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Peter Lertes and Bruno Helberger are residents of Germany and are nationals of a foreign country (Germany);

2. That the property described in subparagraph 4 (a) hereof is property of Peter Lertes and Bruno Helberger;

3. That the property described in subparagraph 4 (b) hereof is property of Bruno Helberger;

4. That the property described as follows: Property identified in Exhibit A attached hereto and made a part hereof,

is property of nationals of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 26, 1945.

[SEAL] JAMES E. MARKHAM,  
Alien Property Custodian.

#### EXHIBIT A

(a) The undivided two-thirds ( $\frac{2}{3}$ ) interest of Peter Lertes and Bruno Helberger in and to the following United States Letters Patent:

Patent No., Date of Issue; Inventor and Title

1,847,119; 3-1-32; Peter Lertes and Bruno Helberger; Electrical Musical Instrument

including all royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof, to which the owners of such interest are entitled.

(b) The undivided two-thirds ( $\frac{2}{3}$ ) interest of Bruno Helberger in and to the following United States Letters Patent:

Patent No., Date of Issue; Inventor and Title

2,201,232; 5-21-44; Bruno Helberger; Electrical Musical Instrument.

including all royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof, to which the owner of such interest is entitled.

[F. R. Doc. 45-5033; Filed, Mar. 30, 1945;  
10:49 a. m.]

- [Vesting Order 4661]

OTTO JUNKER

In re: Interest of Otto Junker, G. m. b. H. in an agreement with Torrington Manufacturing Company.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Otto Junker, G. m. b. H. is a business organization having its principal place of business in Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Otto Junker, G. m. b. H.,

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Otto Junker, G. m. b. H. by virtue of an agreement between Otto Junker, G. m. b. H. and The Torrington Manufacturing Company, evidenced in part by letters dated August 23, 1929; September 25, 1929; February 8, 1930; April 22, 1930; September 18, 1930; April 4, 1933; April 25, 1933; February 12, 1934, August 10 and 11, 1934; October 1, 1934 between Otto Junker, G. m. b. H. and The Torrington Manufacturing Company, which agreement relates, among other things, to United States Letters Patent No. 1,615,088,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date



hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 26, 1945.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 45-5084; Filed, Mar. 30, 1945;  
10:49 a. m.]

[Vesting Order 4662]

DEUTSCHE HYDRIERWERKE AKTIENGESSELLSCHAFT

In re: Interest of Deutsche Hydrierwerke Aktiengesellschaft in an Agreement with General Aniline Works, Inc., dated April 25, 1935.

Under authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Deutsche Hydrierwerke Aktiengesellschaft is a corporation organized and existing under the laws of Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Deutsche Hydrierwerke Aktiengesellschaft;

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Deutsche Hydrierwerke Aktiengesellschaft by virtue of an agreement dated April 25, 1935 (including all modifications thereof and supplements thereto, if any) by and between Deutsche Hydrierwerke Aktiengesellschaft and General Aniline Works, Inc., which agreement relates, among other things, to United States Letters Patent No. 2,034,668,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid

in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country," as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 27, 1945.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 45-5085; Filed, Mar. 30, 1945;  
10:49 a. m.]

[Vesting Order 4663]

I. G. FARBEN

In re: Interest of I. G. Farben in an agreement dated March 3, 1925 between Grasselli Chemical Company, Farbenbriken vorm. Friedr. Bayer & Company, Grasselli Dyestuff Corporation and Farbwerke vorm. Meister Lucius & Bruning.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That I. G. Farbenindustrie A. G. is a corporation organized and existing under the laws of Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of I. G. Farbenindustrie A. G.,

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Farbenbriken vorm. Friedr. Bayer & Company and/or Farbwerke vorm. Meister Lucius & Bruning, and each of them, by virtue of an agreement dated March 3, 1925 (including all modifications thereof and supplements thereto, if any) by and between Grasselli Chemical Company, Grasselli Dyestuff Corporation, Farbenbriken vorm. Friedr. Bayer & Company, and Farbwerke vorm. Meister Lucius & Bruning, which agreement relates, among other things, to certain United States Letters Patent,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the in-

terest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 27, 1945.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 45-5086; Filed, Mar. 30, 1945;  
10:49 a. m.]

[Vesting Order 4603]

MAX BRETSCHNEIDER

In re: Interests of Max Bretschneider in an agreement with Dr. Robert Reiner dated April 15, 1933.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Max Bretschneider is a resident of Germany and is a national of a foreign country (Germany);

2. That the property described in paragraph 3 hereof is property of Max Bretschneider;

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Max Bretschneider by virtue of an agreement dated April 15, 1933 (including all modifications thereof and supplements thereto, if any) by and between Dr. Robert Reiner and Max Bretschneider, which agreement relates, among other things, to United States Letters Patent No. 2,030,495,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 28, 1945.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 45-5087; Filed, Mar. 30, 1945;  
10:49 a. m.]

[Vesting Order 4694]

ARTHUR T. KATHNER

In re: Interests of Arthur T. Kathner in an agreement dated October 30, 1935 with The Duraloy Company.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Arthur T. Kathner is a resident of Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Arthur T. Kathner;

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Arthur T. Kathner by virtue of an agreement dated October 30, 1935 (including all modifications thereof and supplements thereto, if any) by and between The Duraloy Company and Arthur T. Kathner, which agreement relates, among other things, to United States Letters Patent No. 1,937,199,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 28, 1945.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 45-5088; Filed, Mar. 30, 1945;  
10:49 a. m.]

[Vesting Order 4635]

NAEHRMITTELFABRIK JULIUS PENNER

In re: Interest of Naehrmittelfabrik Julius Penner, A. G. in agreements with Heyden Chemical Corporation dated August 10, 1938.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Naehrmittelfabrik Julius Penner, A. G. is a corporation organized under the laws of and having its principal place of business in Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Naehrmittelfabrik Julius Penner, A. G.;

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Naehrmittelfabrik Julius Penner, A. G. by virtue of two agreements dated August 10, 1938 (including all modifications thereof and supplements thereto, if any) by and between Naehrmittelfabrik Julius Penner A. G. and Heyden Chemical Corporation, which agreements relate, among

other things, to United States Letters Patent No. 2,223,244,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 28, 1945.

[SEAL] JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 45-5039; Filed, Mar. 30, 1945;  
10:50 a. m.]

[Vesting Order 4636]

SCHMIDT'SCHE HEISSDAMPF

In re: Patents and the Interest of Schmidt'sche Heissdampf G. m. b. H. in an agreement with the Superheater Company of New York; the Superheater Company, Ltd. and Compagnie des Surchauffeurs.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Schmidt'sche Heissdampf G. m. b. H. is a corporation organized under the laws of Germany and is a national of a foreign country (Germany);

2. That Martin Schmidt is a resident of Germany and is a national of a foreign country (Germany);

3. That Carl Wagner is a resident of Germany and is a national of a foreign country (Germany);

4. That the property described in subparagraphs 7 (a) and (b) hereof is property of Schmidt'sche Heissdampf G. m. b. H.,

5. That the property described in subparagraph 7 (c) hereof is property of Martin Schmidt;

6. That the property described in subparagraph 7 (d) hereof is property of Carl Wagner;

7. That the property described as follows: Property identified in Exhibit A attached hereto and made a part hereof,

is property of, or is property payable or held with respect to patents or rights, related thereto in which interests are held by, and such property itself constitutes interests held therein by, nationals of a foreign country (Germany).

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on February 28, 1945.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

#### EXHIBIT A

(a) All right, title and interest (including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof) in and to the following patents:

#### Patent No., Date of Issue, Inventor and Title

1,660,612; 2-28-28; Otto H. Hartmann; Apparatus for superheating steam.

1,719,010; 7-2-29; Otto H. Hartmann; Apparatus for indirect generation of steam for locomotives.

1,726,106; 8-27-29; Otto H. Hartmann; Traveling plant for the generation of high pressure steam.

1,768,321; 6-24-30; Otto H. Hartmann; Apparatus for controlling the working steam in high pressure locomotives.

1,788,520; 1-13-31; Otto H. Hartmann; Process and Apparatus for producing steam by indirect heating.

2,088,905; 8-3-37; Otto Hartmann; Boiler.

(b) All interests and rights (including all accrued royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described together with the right to sue therefor) created in Schmidt'sche Heissdampf G. m. b. H. by virtue of an agreement entered into September 2, 1929, between Schmidt'sche Heissdampf G. m. b. H., The Superheater Company of New York, New York, The Superheater Company, Ltd., of London, England, and Compagnie des Surchauffeurs, Paris, France (including all modifications thereof and supplements thereto, if any), which agreement relates, among other things, to certain United States Letters Patents.

(c) All right, title and interest (including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof) in and to the following patent:

#### Patent No., Date of Issue, Inventor and Title

1,879,235; 9-27-32; Alfred Hermanuz and Kurt Klug; High pressure locomotive with interstage superheating.

(d) All right, title and interest (including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof) in and to the following patent:

#### Patent No., Date of Issue, Inventor and Title

1,780,226; 11-4-30; Herman Elsner; Interstage superheating in steam power plants.

[F. R. Doc. 45-5090; Filed, Mar. 30, 1945; 10:50 a. m.]

#### [Vesting Order 4732]

ALEX. FRIEDMANN, LOUIS-FRIEDMANN AND EMANUEL BLAUHORN

In re: Patents owned by the Firm of Alex. Friedmann, Louis Friedmann and Emanuel Blauhorn.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That the Firm of Alex. Friedmann is a business organization organized under the laws of and having its principal place of business in Germany and is a national of a foreign country (Germany);

2. That Louis Friedmann is a resident of Germany and is a national of a foreign country (Germany);

3. That Emanuel Blauhorn is a resident of Germany and is a national of a foreign country (Germany);

4. That the property described in subparagraph 7 (a) hereof is property of Louis Friedmann and/or the Firm of Alex. Friedmann;

5. That the property described in subparagraph 7 (b) hereof is property of Emanuel Blauhorn and/or the Firm of Alex. Friedmann;

6. That the property described in subparagraph 7 (c) hereof is property of the Firm of Alex. Friedmann;

7. That the property described as follows: Property identified in Exhibit A attached hereto and made a part hereof,

is property of nationals of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 7, 1945.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

#### EXHIBIT A

(a) All right, title and interest (including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof) in and to the following United States Letters Patent:

#### Patent No., Date of Issue, Inventor and Title

1,726,552; 9-3-29; Louis Friedmann; Steam injection.

(b) All right, title and interest (including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof) in and to the following United States Letters Patent:

#### Patent No., Date of Issue, Inventor and Title

1,759,218; 5-20-30; Emanuel Blauhorn; Exhaust steam injector.

(c) All right, title and interest (including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof) in and to the following United States Letters Patent:

#### Patent No., Date of Issue, Inventor and Title

1,869,473; 8-2-32; Louis Friedmann and Hans Deutsch; Feeding device for the boilers of locomotives.

[F. R. Doc. 45-5091; Filed, Mar. 30, 1945; 10:50 a. m.]

[Vesting Order 4733]

LUDWIG KORT

In re: Interests of Ludwig Kort in an agreement with Dravo Corporation dated April 19 and May 25, 1937.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Ludwig Kort is a resident of Germany and is a national of a foreign country (Germany);

2. That the property described in paragraph 3 hereof is property of Ludwig Kort;

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement hereinafter described, together with the right to sue therefor) created in Ludwig Kort by virtue of an agreement dated April 19 and May 25, 1937, (including all modifications thereof and supplements thereto, including, but not by way of limitation, letters from Roscher & Hansing to Dravo Corporation, dated June 9, 1938, March 9 and July 6, 1939 and June 10, 1940, and a cable from Dravo Corporation to Roscher & Hansing, dated May 30, 1940) by and between Dravo Corporation and Ludwig Kort, which agreement relates, among other things, to United States Letters Patent No. 2,030,375,

is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1, a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 7, 1945.

[SEAL]

JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 45-5092; Filed, Mar. 30, 1945;  
10:50 a. m.]

[Vesting Order 4734]

TAKEO SATO

In re: Patent Application owned by Takeo Sato.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Takeo Sato is a resident of Japan and is a national of a foreign country (Japan);

2. That the property described in paragraph 3 hereof is property of Takeo Sato;

3. That the property described as follows: Patent Application identified as follows:

Serial No., Date of Filing, Inventor and Title

367,148; 11/25/40; Takeo Sato; Bending machine for rolled up strip;

together with the entire right, title and interest, throughout the United States and its territories, in and to, including the right to file applications in the United States Patent Office for Letters Patent for, the invention or inventions shown or described in such application,

is property of a national of a foreign country (Japan);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 7, 1945.

[SEAL]

JAMES E. MARKHAM,  
Alien Property Custodian.

[F. R. Doc. 45-5093; Filed, Mar. 30, 1945;  
10:50 a. m.]

[Vesting Order 4735]

SIGNAL G. M. B. H.

In re: United States Letters Patent owned by Signal G. m. b. H.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding;

1. That Signal G. m. b. H. is a corporation organized under the laws of and having its principal place of business in Germany and is a national of a foreign country (Germany);

2. That the property described in subparagraph 3 hereof is property of Signal G. m. b. H.,

3. That the property described as follows: Property identified in Exhibit A attached hereto and made a part hereof,

is property of a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 7, 1945.

[SEAL]

JAMES E. MARKHAM,  
Alien Property Custodian.

Exhibit A.—All right, title and interest (including all accrued royalties and all damages and profits recoverable at law or in equity from any person, firm, corporation or government for past infringement thereof) in and to the following United States Letters Patent:

*Patent No., Date of Issue, Inventor and Title*

1,662,247; 3-13-28; Walter Hahnemann, Heinrich Hecht and Bernhard Nielsen; Method and arrangement of directional wave reception and emission.

1,667,418; 4-24-28; Walter Hahnemann, and Raymond Alard Du Bois; Subaqueous sound signaling apparatus.

1,670,888; 5-22-28; Walter Hahnemann; Submarine sound receiver.

1,684,848; 9-18-28; Wilhelm Rudolph and Gustav Wolff; Submarine direction finder.

1,686,385; 10-2-28; Hugo Lichte; Microphone.

1,692,868; 11-27-28; Wilhelm Rudolph; Acoustical apparatus for telephonic communication.

1,698,857; 1-15-29; Gerhard Schmidt and Bernhard Settegast; Sounding arrangement.

1,698,864; 1-15-29; Ernst Wilckens; Train control apparatus.

1,702,346; 2-19-29; Walter Hahnemann, Heinrich Hecht and Bernard Settegast; Sound transferring means.

1,711,629; 5-7-29; Walter Hahnemann; Multiple range sound transmitting system.

1,715,344; 6-4-29; Walter Hahnemann, Leonid Adelman and Hugo Lichte; Arrangement for eliminating disturbances in sound signaling.

1,715,831; 6-4-29; Walter Hahnemann; Arrangement for eliminating disturbances in receiving sound waves.

1,735,460; 11-12-29; Walter Hahnemann, Heinrich Hecht and Bernhard Nielsen; Method and arrangement of directional wave reception and emission.

1,737,883; 12-3-29; Heinrich Hecht; Diaphragm especially for sound receiving and radiating apparatus.

1,741,841; 12-31-29; Heinrich Hecht and Wilhelm Rudolph; Diaphragm for acoustical apparatus.

1,746,424; 2-11-30; Heinrich Hecht, Hugo Lichte and Friedrich Wolf; Arrangement for determining the direction of sound.

1,753,368; 4-8-30; Raymond Alard Du Bois and Wilhelm Rudolph; Subaqueous sound producing device.

[F. R. Doc. 45-5094; Filed, Mar. 30, 1945; 10:51 a. m.]

[Vesting Order 4736]

KARL WULFF

In re: Interest of Karl Wulff in an agreement dated September 28, 1932, with Seymour Smith & Son, Inc.

Under the authority of the Trading with the Enemy Act, as amended, and Executive Order No. 9095, as amended, and pursuant to law, the undersigned, after investigation, finding:

1. That Karl Wulff is a resident of Germany and is a national of a foreign country (Germany);

2. That the property described in paragraph 3 hereof is property of Karl Wulff;

3. That the property described as follows: All interests and rights (including all royalties and other monies payable or held with respect to such interests and rights and all damages for breach of the agreement herein-after described, together with the right to sue therefor) created in Karl Wulff by virtue of an agreement dated September 28, 1932 (including all modifications thereof and supplements thereto, including, but not by way of limitation, a memorandum executed on February 21, 1933 by a certain Schroder on behalf of Karl Wulff and an agreement dated December 9, 1935 between Karl Wulff and Seymour Smith & Son, Inc.) by and between Karl Wulff and Seymour Smith & Son, Inc.,

which agreement relates, among other things to United States Letters Patent No. 1,831,609, is property payable or held with respect to patents or rights related thereto in which interests are held by, and such property itself constitutes interests held therein by, a national of a foreign country (Germany);

And having made all determinations and taken all action required by law, including appropriate consultation and certification, and deeming it necessary in the national interest,

hereby vests in the Alien Property Custodian the property described above, to be held, used, administered, liquidated, sold or otherwise dealt with in the interest and for the benefit of the United States.

Such property and any or all of the proceeds thereof shall be held in an appropriate account or accounts, pending further determination of the Alien Property Custodian. This order shall not be deemed to limit the power of the Alien Property Custodian to return such property or the proceeds thereof in whole or in part, nor shall it be deemed to indicate that compensation will not be paid in lieu thereof, if and when it should be determined to take any one or all of such actions.

Any person, except a national of a designated enemy country, asserting any claim arising as a result of this order may, within one year from the date hereof, or within such further time as may be allowed, file with the Alien Property Custodian on Form APC-1 a notice of claim, together with a request for a hearing thereon. Nothing herein contained shall be deemed to constitute an admission of the existence, validity or right to allowance of any such claim.

The terms "national" and "designated enemy country" as used herein shall have the meanings prescribed in section 10 of Executive Order No. 9095, as amended.

Executed at Washington, D. C., on March 7, 1945.

[SEAL]

JAMES E. MARKHAM,  
*Alien Property Custodian.*

[F. R. Doc. 45-5095; Filed, Mar. 30, 1945; 10:51 a. m.]

# WAR PRODUCTION BOARD.

[C-290]

GLOSS-FLO CORP.

## CONSENT ORDER

The Gloss-Flo Corporation located at 43-11 11th Avenue, Long Island City, New York, is engaged in the manufacture and sale of lacquers, thinners, enamels and similar products. It is charged by the War Production Board with wilful violations of Allocation Orders M-34, M-150 and M-327, General Preference Orders M-159 and M-168 and Priorities Regulation No. 1 in that it failed to use and dispose of certain materials which had been allocated to it by the War Production Board for the purposes or uses authorized in such allocations, and that it failed to keep and preserve accurate and complete records of its inventories of materials received on allocation and of the disposition of such materials.

The violations in question began on September 1, 1943 and continued to April 1, 1944. The Gloss-Flo Corporation admits the violations charged and has consented to the issuance of this order.

Wherefore, upon the agreement and consent of the Gloss-Flo Corporation, the Regional Compliance Chief, and the Regional Attorney, and upon the approval of the Compliance Commissioner, *It is hereby ordered, That:*

(a) No authorizations shall be made to the Gloss-Flo Corporation, its successors or assigns, to use, or to accept deliveries of the following materials:

(1) Isopropyl alcohol as defined in General Allocation Order M-300, Schedule 12.

(2) Toluene as defined in General Allocation Order M-300, Schedule 21.

(3) Butyl acetate as defined in General Allocation Order M-300, Schedule 65.

(4) Butyl alcohol as defined in General Allocation Order M-300, Schedule 66.

(5) Ethyl acetate as defined in General Allocation Order M-300, Schedule 76.

(6) Aromatic solvents as defined in Conservation Order M-150.

(b) The Gloss-Flo Corporation, its successors or assigns, shall not use or accept deliveries of isopropyl alcohol, toluene, butyl acetate, butyl alcohol, ethyl acetate or aromatic solvents.

(c) Nothing contained in this order shall be deemed to relieve the Gloss-Flo Corporation, its successors or assigns, from any restriction, prohibition or provision contained in any other order or regulation of the War Production Board, except insofar as the same may be inconsistent with the provisions hereof.

(d) This order shall take effect as of the date of issuance and shall expire on June 29, 1945.

Issued this 29th day of March 1945.

WAR PRODUCTION BOARD,  
By J. JOSEPH WHELAN,  
*Recording Secretary.*

[F. R. Doc. 45-5073; Filed, Mar. 29, 1945; 4:36 p. m.]

# UNITED STATES COAST GUARD.

## APPROVAL OF EQUIPMENT

By virtue of the authority vested in me by R.S. 4405, 4417a, 4426, 4488 and 4491, as amended, 49 Stat. 1544 (46 U.S.C. 375, 391a, 404, 481, 489, 367), and Executive Order 9083, dated February 28, 1942 (3 CFR, Cum. Supp.), the following approval of equipment is prescribed:

## APPROVAL OF EQUIPMENT

### LIFE RAFT

20-person improved type well deck life raft, cork and balsa wood filled (Dwg. No. P-108, dated 14 March, 1945), submitted by Roof Structures Inc., 45 West 45th Street, New York, N. Y.

Dated: March 30, 1945.

L. T. CHALKER,  
*Rear Admiral, U. S. C. G.,  
Acting Commandant.*

[F. R. Doc. 45-5141; Filed, Mar. 30, 1945; 11:44 a. m.]



OFFICE OF PRICE ADMINISTRATION. Issued this 29th day of March 1945.

[MPR 188, Order 81 under 2d Rev. Order A-3]

GRIFFITH-HOPE CO.

## ADJUSTMENT OF MAXIMUM PRICES

For the reason set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to Second Revised Order No. A-3 under § 1499.159b of Maximum Price Regulation No. 188, it is ordered:

(a) *Manufacturers' maximum prices.* Griffith-Hope Company of 6607 West Mitchell Street, West Allis, Wisconsin may sell and deliver the Model Nos. 14 and 20 shelf Kotex dispensers described in its application dated December 15, 1944 which it manufactures, to International Cellucotton Products Company of 991 North Michigan Avenue, Chicago, Illinois, at prices no higher than those set forth below.

Article	Model No.	Maximum price	Adjustment charge	Maximum price as adjusted
Kotex dispenser...	20—Shelf...	\$7.00	\$8.02	\$13.02
	14—Shelf...	6.60	5.43	12.03

The adjustment charges provided herein may be made and collected only if stated separately.

The manufacturers' maximum prices as adjusted are subject to its customary terms, discounts, and allowances in effect during March, 1942.

(b) *Maximum prices of purchasers for resale.* International Cellucotton Products Company may add to its properly established maximum price for sales of these articles to West Disinfecting Company of 42-16 West Street, Long Island City, New York in effect immediately prior to the effective date of this order, the dollar-and-cents amount of the adjustment charge which it is required to pay to the manufacturer, provided the amount of such adjustment charge has been separately stated.

The maximum prices as adjusted of International Cellucotton Products Company, are subject to the seller's customary terms, discounts, and allowances in effect during March 1942.

(c) *Notification.* Every person who makes a sale or delivery at an adjusted price permitted by this order shall furnish the purchaser with an invoice containing the following notice:

## NOTICE OF OPA ADJUSTMENT

Order No. 81 under 2nd Revised Order A-3 under MPR 188 authorizes all sellers of the articles covered by this invoice to adjust their maximum prices, in effect prior to March 30, 1945, by adding no more than the exact dollar-and-cents amount of the adjustment charge appearing on this invoice: *Provided*, That amount is stated separately on an invoice which contains this notice.

(d) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective on March 30, 1945.

CHESTER BOWLES,  
Administrator.[F. R. Doc. 45-5051; Filed, Mar. 29, 1945;  
11:40 a. m.]

[MPR 260, Amdt. 1 to Order 27]

MANUEL PEDRO GONZALEZ

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this amendment and pursuant to § 1358.102a of Maximum Price Regulation 260; *It is ordered*, That:

The maximum prices for the "Gispert Lolitas", "Gispert Londres", "Gispert Panatelas", "Gispert Coronelas", "Gispert Consuls", "Gispert Britanicas" and "Gispert Bristols Chicos" set forth in paragraph (a) of Order No. 27 under Maximum Price Regulation 260, are amended to read as follows:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Gispert.....	Lolitas.....	50	Per M \$161.70	Cents 29
	Londres.....	50	161.50	29
	Panatel.....	50	123.60	17
	Coronelas.....	25	170.60	23
	Consuls.....	25	161.50	23
	Britanicas.....	25	160.00	23
	Bristols Chicos.....	25	261.70	38

This amendment shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator.[F. R. Doc. 45-5053; Filed, Mar. 29, 1945;  
11:40 a. m.]

[MPR 260, Amdt. 1 to Order 448]

CLYDE R. HEAD

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this amendment and pursuant to § 1358.102 (b) of Maximum Price Regulation 260; *It is ordered*, That:

The maximum prices for the "Cardinal Cardinal" set forth in paragraph (a) of Order No. 448 under Maximum Price Regulation 260 are amended to read as follows:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Cardinal.....	Cardinal.....	50	Per M \$44	Cents 2 for 11

The name of the applicant "Clyde R. Head" is also amended to read "Clyde R. Heed."

This amendment shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator.[F. R. Doc. 45-5054; Filed, Mar. 29, 1945;  
11:40 a. m.]

[MPR 260, Order 690]

HENRY DUNN

## AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Henry Dunn, 1879 University Avenue, St. Paul 4, Minn., (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Amur.....	Regalia.....	50	Per M \$43	Cents 6
A. M. Palmer.....	Victors.....	50	43	6
	Specials.....	50	75	10
	Selected.....	50	105	14

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in

the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5055; Filed, Mar. 29, 1945;  
11:41 a. m.]

[MPR 260, Order 691]

CHARLES A. BINKLEY

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Charles A. Binkley, 114 S. Front Street, Quakertown, Pa., (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Quakertown Hand Made	Try-Me....	50	\$56.00	7
	Bouquet....	50	72.00	9
	Perfectos....	50	75.00	10
	Bankers....	50	93.75	2 for 25
	Imperials....	50	115.00	15
	Kings.....	50	130.00	3 for 50

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order

is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5056; Filed, Mar. 29, 1945;  
11:42 a. m.]

[MPR 260, Order 692]

DANIEL VANDE WEGE

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Daniel Vande Wege, 61 East Main Street, Zeeland, Mich., (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Come Back.....	4 $\frac{5}{8}$ " x 2 $\frac{3}{8}$ "	50	Per M \$60	Cents 2 for 15.
Royal.....	4 $\frac{1}{2}$ " x 2 $\frac{3}{8}$ "	50	48	6

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class

to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5057; Filed, Mar. 29, 1945;  
11:42 a. m.]

[MPR 260, Order 693]

CORDIE E. SHELLEY

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered*, That:

(a) Cordie E. Shelley, Craley, Pa., (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appro-

appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Lenway.....	Perfecto.....	50	Per M \$48	Cents 6

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 45-5058; Filed, Mar. 29, 1945; 11:42 a. m.]

No. 65—3

[MPR 260, Order 634]

LOUIS C. IHLENFELDT

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered, That:*

(a) Louis C. Ihlenfeldt, 201 W. Calhoun Avenue, Springfield, Ill. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
The Big Ben Amora.	4½ inches.	50	Per M \$75	Cents 10

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator.

[F. R. Doc. 45-5053; Filed, Mar. 29, 1945; 11:42 a. m.]

[MPR 260, Order 635]

WILLOUGHBY BROS.

#### AUTHORIZATION OF MAXIMUM PRICES

For the reasons set forth in an opinion accompanying this order, and pursuant to § 1358.102 (b) of Maximum Price Regulation No. 260; *It is ordered, That:*

(a) Willoughby Bros., 1100 Chemung St., Shamokin, Pa. (hereinafter called "manufacturer") and wholesalers and retailers may sell, offer to sell or deliver and any person may buy, offer to buy or receive each brand and size or frontmark, and packing of the following domestic cigars at the appropriate maximum list price and maximum retail price set forth below:

Brand	Size or frontmark	Packing	Maximum list price	Maximum retail price
Willy's Original Hand Made Judge Now.	6" by 2".....	50	Per M \$50	Cents 10

(b) The manufacturer and wholesalers shall grant, with respect to their sales of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the discounts they customarily granted in March 1942 on their sales of domestic cigars of the same price class to purchasers of the same class, unless a change therein results in a lower price. Packing differentials charged by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class may be charged on corresponding sales of each brand and size or frontmark of cigars priced by this order, but shall not be increased. Packing differentials allowed by the manufacturer or a wholesaler in March 1942 on sales of domestic cigars of the same price class to purchasers of the same class shall be allowed on corresponding sales of each brand and size or frontmark of cigars priced by this order and shall not be reduced. If a brand and size or frontmark of domestic cigars for which maximum prices are established by this order is of a price class not sold by the manufacturer or the particular wholesaler in March 1942, he shall, with respect to his sales thereof, grant the discounts and may charge and shall

allow the packing differentials customarily granted, charged or allowed (as the case may be) in March 1942 by his most closely competitive seller of the same class on sales of domestic cigars of the same March 1942 price class to purchasers of the same class.

(c) On or before the first delivery to any purchaser of each brand and size or frontmark of domestic cigars for which maximum prices are established by this order, the manufacturer and every other seller (except a retailer) shall notify the purchaser of the maximum list price and the maximum retail price established by this order for such brand and size or frontmark of domestic cigars. The notice shall conform to and be given in the manner prescribed by § 1358.113 of Maximum Price Regulation No. 260.

(d) Unless the context otherwise requires, appropriate provisions of Maximum Price Regulation No. 260, shall apply to sales for which maximum prices are established by this order.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective March 30, 1945.

Issued this 29th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5060; Filed, Mar. 29, 1945;  
11:43 a. m.]

[Supp. Order 94, Order 46]

UNITED STATES TREASURY DEPARTMENT,  
PROCUREMENT DIVISION

SPECIAL EXEMPTION OF SALES FOR STUDEBAKER LIGHT CARGO CARRIERS, T 15

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and in accordance with section 11 of Supplementary Order 94: *It is ordered.*

(a) Notwithstanding the provisions of any regulation or order issued prior to the effective date of this order by the Office of Price Administration, sales by resellers of Studebaker Light Cargo Carriers, T 15 (net weight 3390 lb.) which have been or may be purchased from the Treasury Department are exempt from price control, *Provided*, That within 15 days after each sale of any of the carriers purchased from the Denver Regional Office of Treasury Procurement during March, 1945, the person making the sale files with the nearest Office of Price Administration Regional Office a written report containing the information required by paragraph (b) herein.

(b) Information required in reports:

- (1) Price paid.
- (2) Transportation cost.
- (3) Cost of reconditioning including breakdown showing cost of repairs and of equipment added.
- (4) Sales price.
- (5) Name and address of purchaser.

(c) This order may be revoked or amended by the Office of Price Administration at any time.

NOTE: The reporting and record-keeping requirements of this order have been ap-

proved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

This order shall become effective March 29, 1945.

Issued this 29th day of March 1945.

JAMES G. ROGERS, Jr.,  
Acting Administrator

[F. R. Doc. 45-5072; Filed, Mar. 29, 1945;  
4:11 p. m.]

[MPR 136, Order 421]

BAXTER D. WHITNEY & SON, INC.

APPROVAL OF MAXIMUM PRICES

Order No. 421 under Maximum Price Regulation 136, as amended. Machines and parts, and machinery services; Baxter D. Whitney & Son, Inc., Docket No. 6083-136.25a-182.

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1390.25a of Maximum Price Regulation 136, as amended, *It is ordered.*

(a) The maximum prices for sales by Baxter D. Whitney & Son, Inc., Winchendon, Massachusetts, of the following woodworking machinery, including all extras and allowances, shall be determined as follows: The manufacturer shall increase the maximum net price he had in effect to a purchaser of the same class on October 1, 1941, by the following percentages:

Woodworking Machinery	Percentage of increase
No. 24A double cabinet planer, 33 double planers.....	7
No. 32A single planer.....	18
No. 29A single planer, 37 six roll single planer.....	9
No. 97 double planer with built-in micro feed selector.....	8
No. 110 single spindle shaper, 118 and 128 double spindle shapers.....	15
Nos. 90 and 91 double spindle shapers and 89 single spindle shapers.....	8
Single spindle shapers Nos. 165, 182, 282, 184, 284, 384, 454, 464.....	16
Double spindle shapers Nos. 117, 127, 134, 234, 139, 239, 147, 247, 150, 151, 250, 251, 351, 483, 484, 408, 409, 442, 445, 482.....	16
Single spindle shaper and router—180.....	16
Double spindle shaper with automatic feed and double planing attachment—127.....	16
Nos. 195, 295, 395, 294, 394, 102, 202, 302, 101, 194, 201, 301 double spindle shapers.....	10
No. 177 motor driven tilting arbor variety saw.....	24
No. 67 horizontal bit mortising machine.....	27
No. 85 back knife gauge lathe.....	25
Wood scraping machines.....	21
Stave sawing machines.....	22

(b) The maximum prices for sales by resellers of the woodworking machinery and extras listed in paragraph (a) shall be determined as follows: The reseller shall add to the maximum net price he had in effect to a purchaser of the same class just prior to the issuance of this order the amount, in dollars and cents, by which his net invoiced cost has been increased due to the adjustment granted by this order.

(c) Baxter D. Whitney & Son, Inc., shall notify each person who buys the woodworking machinery and extras listed in paragraph (a) for resale of the dollars-and-cents amount by which this order permits the reseller to increase his maximum net price. A copy of each such notice shall be filed with the Machinery Branch, Office of Price Administration, Washington 25, D. C.

(d) All requests not granted herein are denied.

(e) This order may be revoked or amended by the Price Administrator at any time.

This order shall become effective March 31, 1945.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5120; Filed, Mar. 30, 1945;  
11:38 a. m.]

[Supp. Order 94, Order 42]

UNITED STATES TREASURY DEPARTMENT,  
PROCUREMENT DIVISION

SPECIAL MAXIMUM PRICES FOR ELECTRIC BUZZERS

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and in accordance with section 11 of Supplementary Order 94, *it is ordered:*

(a) *What this order does.* This order establishes maximum prices at which the United States Treasury Department, Procurement Division, and any subsequent reseller may sell new Lungen electric buzzers, chrome finish, #15, non-watertight, 6 volt capacity DC, size 1¼" long, 1" wide, ½" thick, packed loose 1000 in carton, manufactured by Edwards & Co. Inc., Norwalk, Conn.

(b) *Maximum prices.* The maximum prices for sales of these electric buzzers shall be:

Treasury's price to wholesaler f. o. b. shipping point—\$.95 each.

Wholesaler's price and Treasury's price to retailer, f. o. b. shipping point—\$1.27 each.

Price for all sales at retail—\$1.90 each.

(c) *Discounts.* Every seller shall continue to maintain his customary discounts for cash.

(d) *Notification.* Any person who sells the electric buzzers described in paragraph (a) to a retailer shall furnish the retailer with an invoice of sale setting forth the maximum price for sales at retail, and stating that the retailer is required by this order to conspicuously display at the place where the article is offered for sale a suitable sign which plainly states the retail ceiling price.

(e) *Tagging.* Any person who sells the electric buzzers described in paragraph (a) at retail shall conspicuously display at the place where the article is offered for sale a suitable sign which plainly states the retail ceiling price.

(f) *Records.* All resellers making sales of the commodity subject to this order shall keep for inspection by the Office of Price Administration for so long

as the Emergency Price Control Act of 1942, as amended, shall remain in effect, their customary records of all transactions.

(g) *Relation to other regulations and orders.* This order with respect to the commodity it covers supersedes any other regulation or order issued by the Office of Price Administration.

(h) *Definitions.* (1) "Retailer" means any person whose sales to purchasers for use constitute a substantial part of his total sales.

(2) "Wholesaler" means any person other than a manufacturer who distributes or sells electric buzzers to retailers.

(i) *Revocation and amendment.* This order may be revoked or amended at any time.

NOTE: The reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

This order shall become effective March 31, 1945.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5115; Filed, Mar. 30, 1945; 11:36 a. m.]

[Supp. Order 94, Order 43]

UNITED STATES TREASURY DEPARTMENT,  
PROCUREMENT DIVISION

SPECIAL MAXIMUM RETAIL PRICES FOR  
RECONDITIONED USED FLYING SHOES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and in accordance with section 11 of Supplementary Order 94, it is ordered:

(a) *What this order does.* This order establishes maximum prices for sales at retail of certain reconditioned used flying shoes hereinafter described, which have been or may be purchased from the United States Treasury Department, Procurement Division.

(b) *Maximum prices.* Maximum retail prices per pair of the reconditioned used flying shoes described herein shall be:

*Description of shoes:* Used type A-6 flying shoes, rubber sole and heel, fleece lined, zipper opening.

(1) *Condition 1.* For the shoes re-heeled and resoled by a vulcanizing process to the extent necessary to make them waterproof and serviceable, free of rips, tears, holes or any other defect which would make them unserviceable. \$3.00 per pair.

(2) *Condition 2.* For the shoes reconditioned as set forth in Condition 1 plus cleaning and sterilizing the leather uppers and fleece lining. \$5.00 per pair.

(c) *Tagging.* Any person who sells the flying shoes described in paragraph (b) at retail shall attach to each pair of shoes before sale a tag or label which plainly states the appropriate retail ceiling price.

(d) *Records.* All retailers making sales of the commodity subject to this

order shall keep for inspection by the Office of Price Administration for so long as the Emergency Price Control Act of 1942, as amended, shall remain in effect, their customary records of all transactions.

(e) *Definitions.* (1) "Retailer" means any person whose sales to purchasers for use constitute a substantial part of his total sales.

(f) *Revocation and amendment.* This order may be revoked or amended at any time.

NOTE: The reporting and record-keeping requirements of this order have been approved by the Bureau of the Budget, in accordance with the Federal Reports Act of 1942.

This order shall become effective March 31, 1945.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5116; Filed, Mar. 30, 1945; 11:37 a. m.]

[MPR 28, Rev. Order 2]

GULF DISTILLING CORP.

ORDER OF REVOCATION

For the reasons set forth in an opinion issued simultaneously herewith, Revised Order No. 2, issued October 29, 1943, under Maximum Price Regulation No. 28 is hereby revoked.

This order shall become effective March 31, 1945.

Issued this 30th day of March 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5118; Filed, Mar. 30, 1945; 11:37 a. m.]

[MPR 188, Correction to Order 2513]

AUTO-BYE Co.

APPROVAL OF MAXIMUM PRICES

For the reasons set forth in an opinion issued simultaneously herewith and filed with the Division of the Federal Register, and pursuant to § 1499.158 of MPR 188, Order No. 2513 is corrected as follows:

The article specified in that order as "Baby Ruth" is corrected to read "Basinet"

Issued this 30th day of March, 1945.

CHESTER BOWLES,  
Administrator

[F. R. Doc. 45-5124; Filed, Mar. 30, 1945; 11:39 a. m.]

Regional and District Office Orders.

[Region III Order G-43 Under RMPR 122, Amdt. 1]

SOLID FUELS IN GRAND RAPIDS, MICH., AREA

For the reasons stated in an opinion issued simultaneously herewith and under the authority vested in the Regional

Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122; It is hereby ordered, That Part IV of section (c) (1) be amended to read as follows:

Column I	Column II	Column III
IV. Coke (excluding reject and reclaimed coke) egg, stove and nut sizes: A. Shipped from Detroit, Mich., and Indianapolis, Ind.	\$14.40	\$17.60
B. Shipped from Milwaukee, Wis.	14.00	14.40

This amendment No. 1 to Order No. G-43 under Revised Maximum Price Regulation No. 122 shall become effective September 25, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383; 78th Cong., E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued: September 25, 1944.

CLIFFORD J. HOUSER,  
Acting Regional Administrator

[F. R. Doc. 45-4930; Filed, Mar. 28, 1945; 12:41 p. m.]

[Region III Order G-43 Under RMPR 122, Amdt. 2]

SOLID FUELS IN GRAND RAPIDS, MICH., AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122; It is hereby ordered, That Part II of paragraph (c) (1) of Order No. G-43 under Revised Maximum Price Regulation No. 122 be amended to read as follows:

Column I	Column II	Column III
II. High volatile bituminous coals from producing district No. 4 (Ohio): A. Lump and egg, size group Nos. 3 and 3A (bottom size larger than 1/4" but not exceeding 2") from subdistrict No. 5 (Hocking)	\$9.15	\$8.75

This Amendment No. 2 to Order No. G-43 under Revised Maximum Price Regulation No. 122 shall become effective March 8, 1945.

Issued: March 8, 1945.

CLIFFORD J. HOUSER,  
Acting Regional Administrator

[F. R. Doc. 45-5011; Filed, Mar. 28, 1945; 1:49 p. m.]

[Region III Order G-57 Under RMPR 122]

SOLID FUELS IN MANSFIELD, OHIO, AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122, it is hereby ordered:



(a) *What this order does.* This order establishes maximum prices for sales of specified solid fuels made within the corporate limits of the City of Mansfield in the State of Ohio and within any adjacent territory within two miles thereof. These are the highest prices that any dealer may charge when he delivers such fuel at or to a point in the City of Mansfield in the State of Ohio; and they are also the highest prices that any buyer in the course of trade or business may pay for them.

(b) *What this order prohibits.* Regardless of any obligation, no person shall:

(1) Sell or, in the course of trade or business, buy solid fuels at prices higher than the maximum prices set by this Order No. G-57; but less than maximum prices may at any time be charged, paid or offered;

(2) Obtain a higher than ceiling price by.

(i) Charging a price higher than the scheduled price for a service or making

a charge for a service not authorized by this order,

(ii) Using any other device by which a higher than maximum price is obtained, directly or indirectly,

(iii) Using any tying agreement or requiring that the buyer purchase anything in addition to the fuel requested by him, except that a dealer may comply with requirements or standards with respect to deliveries which have been or may be issued by an agency of the United States Government.

(c) *Schedule for sales of coal.*—(1) *Price schedule.* This schedule sets forth maximum prices for cash or credit sales of specified sizes, kinds and quantities of solid fuels. Column I describes the coal for which prices are established; Column II shows maximum prices for cash or credit sales on a "direct delivery" basis; Column III shows maximum prices for "yard sales" to consumers of the coals sold. All prices are for cash or credit sales on a net ton basis.

SCHEDULE I—COAL SHIPPED AND RECEIVED BY RAIL

Column I	Maximum price per net ton	
	Column II	Column III
I. High volatile bituminous coals from producing district No. 8 (eastern Kentucky, southern West Virginia, western Virginia, and northeastern Tennessee) excluding mine index Nos. 213, 285, 439, 458, and 459: <sup>1</sup>		
A. Lump, size group Nos. 1 and 2 (larger than 3"):		
1. Mine price classifications D through K.....	\$8.90	\$8.40
2. Mine price classifications L through O.....	8.55	8.05
B. Egg, size group No. 6 (top size larger than 5" but not exceeding 6" x bottom size 2" and smaller; top size 3" but not exceeding 5" x bottom size larger than 2" but not exceeding 3") mine price classifications G and H.....	8.40	7.90
C. Stoker, size group No. 10 (top size 1 1/4" and smaller x bottom size 1/4" and larger), mine price classifications B through G.....	8.55	8.05
D. To the prices stated in sections A, B, and C of part I may be added \$.15 per ton provided the coal is mined in subdistrict 6 of producing district No. 8, and provided it is separately weighed and billed. Subdistrict 6 includes that portion of district 8 which is in northern Tennessee and the following counties in Kentucky: Bell, Clay, Clinton, Jackson, Knox, Laurel, Leslie, Madison, McCreary, Owsley, Pulaski, Rock Castle, Wayne, and Whitley.		
II. High volatile bituminous coals from producing district No. 3 (northwestern West Virginia excluding Panhandle): <sup>1</sup>		
A. Lump and egg, size group No. 1 (bottom size larger than 2"):		
1. Mine price classification A.....	9.00	8.50
2. Mine price classifications D through F.....	7.65	7.15
B. Lump, egg, or stoker, size group No. 2, (bottom size 2" and smaller) mine price classifications D through E.....	7.45	6.95
III. High volatile bituminous coals from the Hocking freight origin district of producing district No. 4 (Ohio) excluding mine index No. 73:		
A. Lump, size group No. 2 (larger than 2" but not exceeding 5").....	7.45	6.95
B. Egg, size group No. 3 (bottom size larger than 1 1/4" but not exceeding 2").....	7.00	6.50
IV. Low volatile bituminous egg coal from producing district No. 7 (southeastern West Virginia and northwestern Virginia); size group No. 2 (top size larger than 3" x bottom size no limit) in mine price classifications A through C.....	9.95	9.45

<sup>1</sup> In accordance with regional supplementary order No. 3, \$0.10 per ton may be added to the prices of these coals if the coal has been subjected to an oil or calcium chloride treatment by the producer to allay dust or prevent freezing, and if such charge is separately stated on the dealer's invoice.

(2) *Descriptive terms.* All terms used herein to describe size, volatility and producing district are those established and defined by the Bituminous Coal Division and in effect as of midnight, August 23, 1943.

(d) The maximum prices for all sales by dealers of solid fuel not provided for by this order No. G-57 shall be the maximum prices established by Revised Maximum Price Regulation No. 122.

(e) *Schedule of service charges.* This schedule sets forth maximum prices which a dealer may charge for special services rendered in connection with the sale of any solid fuel covered by the provisions of this order or of Revised Maximum Price Regulation No. 122. These charges may be made only if the buyer requests such service of the dealer

and only when the dealer renders the service. Every service charge shall be separately stated in the dealer's invoice.

Carry or wheel-in from curb: \$0.75 per ton.  
(Extra charge for each flight of stairs) \$0.25 per ton.

Trimming in the bin: \$0.75 per hour.

(f) *The transportation tax.* The transportation tax imposed by section 620 of the Revenue Act of 1942 may be collected in addition to the maximum prices set by this order, provided the dealer states it separately from the price on his invoice or statement. However, such tax need not be so separately stated on sales to the United States or any agency thereof, the District of Columbia, any state government or any political subdivision thereof.

(g) *Addition of increase in suppliers prices prohibited.* The maximum prices set by this order may not be increased by a dealer to reflect increases in purchase costs or in supplier's maximum prices occurring after the effective date hereon; but increases in the maximum prices set hereby to reflect such increases are within the discretion of the Regional Administrator.

(h) *Petitions for amendment.* Any person seeking an amendment of any provision of this order may file a petition for amendment in accordance with the provisions of Revised Procedural Regulation No. 1, except that the petition shall be filed with the Regional Administrator and acted upon by him.

(i) *Applicability of other regulations.* Every dealer subject to this order is governed by the licensing provisions of Supplementary Order No. 72, effective October 1, 1943.

(j) *Right of amendment or revocation.* The Regional Administrator or Price Administrator may amend, revoke, or rescind this order, or any provision thereof, at any time.

(k) *Records.* Every person making a sale of solid fuel for which a maximum price is set by this order shall keep a record thereof showing: The date, the name and address of the buyer, if known, the per net ton price charged, and the type and kind of solid fuel sold. The solid fuel shall be identified in the manner in which it is described in the order. The record also shall separately state each service rendered and the charge made for it.

(l) *Posting of maximum prices; sales slips.* (1) Each dealer subject to this order shall post all the maximum prices set by it for all his types of sales. He shall post his prices in his place of business in a manner plainly visible to and understandable by the purchasing public. He shall also keep a copy of this order available for examination by any person inquiring as to his prices for solid fuel. No report of the maximum prices established by this order need be made by any dealer under § 1340.262 (c) of Regulation No. 122.

(2) Every dealer selling solid fuel for sales of which a maximum price is set by this order shall, within thirty days after the date of delivery of the fuel, give to the buyer a statement showing; the date of the sale, the name and address of the dealer and of the buyer, the kind, size and quantity the solid fuel sold, the price charged and separately stating any item which is required to be separately stated by this order.

(m) *Enforcement.* (1) Persons violating any provision of this order are subject to civil and criminal penalties, including suits for treble damages, provided for by the Emergency Price Control Act of 1942, as amended.

(2) Persons who have any evidence of any violation of this order are urged to communicate with the Cleveland District Office of the Office of Price Administration.

(n) *Definitions and explanations.* (1) "Person" includes an individual, corporation, partnership, association, any other organized group of persons, legal

successor or representative of any of the foregoing, and includes the United States, any agency thereof, any other government, or any of its political subdivisions, and any agency of any of the foregoing.

(2) "Sell" includes sell, supply, dispose, barter, exchange, lease, transfer, and deliver, and contracts and offers to do any of the foregoing. The terms "sale" "selling" "sold" "seller" "buy" "purchase", and "purchaser" shall be construed accordingly.

(3) "Dealer" means any person selling solid fuel except producers or distributors making sales at or from a mine, a preparation plant operated as an adjunct of any mine, a coke oven, or a briquette plant.

(4) "Direct delivery" means dumping, shoveling or chuting the fuel from the seller's truck directly into the buyer's bin or storage space; but, if this is physically impossible, the term means discharging the fuel directly from the seller's truck at a point where this can be done and at the point nearest and most accessible to the buyer's bin or storage space.

(5) "Yard sales" shall mean sales and deliveries made by the dealer in his customary manner at his yard or at any place other than his truck.

(6) Except as otherwise provided herein or as the context may otherwise require, the definitions set forth in §§ 1340.255 and 1340.266 of Revised Maximum Price Regulation No. 122, as amended, shall apply to terms used herein, and in full force and effect.

(o) *Applicability of this order.* To the extent applicable, the provisions of this order supersede Revised Maximum Price Regulation No. 122.

NOTE: The reporting and record keeping provisions of this order have been approved by the Bureau of the Budget in accordance with the Federal Reports Act of 1942.

This Order No. G-57 under Revised Maximum Price Regulation No. 122 shall become effective November 13, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued: October 28, 1944.

BIRKETT L. WILLIAMS,  
Regional Administrator.

[F. R. Doc. 45-5015; Filed, Mar. 28, 1945;  
1:50 p. m.]

[Region III Order G-57 Under RMFR 122,  
Amdt. 1]

#### SOLID FUELS IN MANSFIELD, OHIO, AREA

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122; *It is hereby ordered*, That paragraph (c) (1), Schedule I, Part I; paragraph (c) (1), Schedule I, Part II; and paragraph (1) (2) of Order No. G-57 under Revised Maximum Price Regula-

tion No. 122 be amended to read as follows:

(c) \* \* \*  
(1) \* \* \*

#### SCHEDULE I—COAL SHIPPED AND RECEIVED BY RAIL

Column I	Maximum Price per ton	
	Column II	Column III
I. High volatile bituminous coals from producing district No. 8 (eastern Kentucky, southern West Virginia, western Virginia and northeastern Tennessee) excluding mine index Nos. 213, 235, 423, 458, 479, 554 and 141.		
II. High volatile bituminous coals from producing district No. 9 (northwestern West Virginia excluding the Panhandle) excluding mine index No. 49.		

(1) \* \* \*

(2) Every person selling solid fuels subject to this order shall, either at the time of, or within thirty days after the date of a sale or delivery of solid fuels governed by this order, give to his purchaser an invoice, sales slip or receipt, and shall keep an exact copy thereof for so long as this order is in effect or for so long as the Emergency Price Control Act of 1942, as amended, shall permit, whichever period is longer, showing the following information:

The name and address of the seller and the purchaser; the kind, size, and quantity of the solid fuels sold, the date of the sale or delivery and the price charged. In addition, he shall separately state on each such invoice, sales slip or receipt, the amount, if any, of the required discounts, authorized service charges and taxes which must be deducted from or which may be added to the established maximum prices: *Provided*, That a dealer who is authorized to make a special service charge for chemical or oil treatment of coal need not separately state the amount of such service charge if he clearly indicates on the invoice that such coal is so treated: *And further provided*, That provisions of this paragraph (2) shall not apply to sales of solid fuels in less than quarter ton lots unless requested by purchaser.

This Amendment No. 1 to Order No. G-57 under Revised Maximum Price Regulation No. 122 shall become effective December 7, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued: December 7, 1944.

BIRKETT L. WILLIAMS,  
Regional Administrator.

[F. R. Doc. 45-4989; Filed, Mar. 28, 1945;  
1:30 p. m.]

[Region III Order G-57 Under RMFR 122,  
Amdt. 2]

#### SOLID FUELS IN MANSFIELD, OHIO, AREA

For the reasons set forth in an opinion issued simultaneously herewith and un-

der the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1340.260 of Revised Maximum Price Regulation No. 122: *It is hereby ordered*, That Part III of paragraph (c) (1) of Order No. G-57 under Revised Maximum Price Regulation No. 122 be amended to read as follows:

Column I	Column II	Column III
III. High volatile bituminous coals from producing district No. 4 (Ohio): A. Lump and egg from subdistrict No. 5 (Hocking): 1. Size group No. 2 (Lump: bottom size larger than 2" but not exceeding 5"; Egg: bottom size larger than 2")	\$7.65	\$7.15
2. Size group Nos. 3 and 3A (bottom size larger than 1 1/4" but not exceeding 2")	7.20	6.70

This Amendment No. 2 to Order No. G-57 under Revised Maximum Price Regulation No. 122 shall become effective March 8, 1945.

Issued: March 8, 1945.

CLIFFORD J. HOUSER,  
Acting Regional Administrator.

[F. R. Doc. 45-4923; Filed, Mar. 23, 1945;  
1:30 p. m.]

[Region IV Order G-33 Under RMFR 122,  
Amdt. 1]

#### SOLID FUELS IN CHATTANOOGA, TENN., AND ROSSVILLE, GA.

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator, Region IV Office of Price Administration, by § 1340.260 of Revised Maximum Price Regulation No. 122, subdivision (c) (1) (i) of Order No. G-33 under Revised Maximum Price Regulation No. 122 issued by the Atlanta Regional Office February 8, 1945, is amended to read as follows:

(i) "Direct delivery or domestic" basis:

HIGH VOLATILE BITUMINOUS COAL FROM DISTRICT NO. 8—SUBDISTRICT NO. 6

Size	Per ton 2,600 lbs.	Per 1/2 ton 1,000 lbs.
Lump and blocks: Size group No. 3 in price classification A. Size group No. 1 from mine index No. 22, and size group Nos. 1 and 3 in price classification E.	\$9.20	\$4.95
Size group Nos. 1 and 3 in price classifications P-S, inclusive.	8.55	4.83
Eggs: Size group No. 3 in price classification D. Size group Nos. 6 and 7 in price classifications L, K, M, and N.	8.25	4.53
Stoker: Size group No. 8 in mine index Nos. 119 and 63.	7.60	4.15
Stoker: Size group No. 10 from mine index No. 119.	8.35	4.53
Size group No. 10 from mine index No. 63.	7.60	4.25
Run-of-mine for domestic use.	8.00	4.35
	7.25	3.95

## BITUMINOUS COAL FROM DISTRICT No. 9

Size	Per ton 2,000 lbs.	Per ½ ton 1,000 lbs.
Nut: Size Group No. 17 through 22, inclusive in Price Groups Nos. 1, 2, and 3.....	\$8.10	\$4.40

## BITUMINOUS COAL FROM DISTRICT No. 13—SUBDISTRICT NOS. 3, 4, AND 5

Lump and egg: Size group Nos. 1, 2, and 3 in price group Nos. 8 through 13.....	\$8.00	\$4.35
Nut: Size group Nos. 4, 5, and 6 in price group Nos. 8 through 13.....	7.60	4.15
Run-of-mine for domestic use.....	7.25	3.98

This Amendment No. 1 to Order No. G-33 under Revised Maximum Price Regulation No. 122 shall become effective March 8, 1945.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued: March 7, 1945,

ALEXANDER HARRIS,  
Regional Administrator

[F. R. Doc. 45-4986; Filed, Mar. 28, 1945;  
1:28 p. m.]

[Region VI Order G-9 Under MPR 329,  
Amdt. 1]

## FLUID MILK IN TWIN CITIES, MINN., AREA

For the reasons set forth in an opinion issued simultaneously herewith, and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.408 (b) of Maximum Price Regulation No. 329; *It is hereby ordered*, That paragraph (a) of Order No. G-9 be and the same is hereby amended to read as follows:

(a) The maximum prices which distributors may pay to producers for milk having a butterfat content of 3.5% sold for human consumption in fluid form shall be the following amounts for the portions of the year set forth:

	Per cwt.
January 1945.....	\$3.12
January through June, except January 1945.....	3.05
July.....	3.18
August.....	3.18
September.....	3.25
October.....	3.25
November.....	3.18
December.....	3.12

This order shall become effective as of January 1, 1945.

This order has been approved by the Midwest Field Representative, Dairy & Poultry Branch, Office of Distribution of the War Food Administration.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871, E.O. 9328, 8 F.R. 4681)

Issued this 30th day of December 1944.

RAE E. WALTERS,  
Regional Administrator

[F. R. Doc. 45-4967; Filed, Mar. 28, 1945;  
12:36 p. m.]

## [Region VI Order G-17 Under RMPR 122]

SOLID FUELS PURCHASED FROM DOCKS IN  
CHICAGO REGION

Pursuant to the authority vested in the Regional Administrator of Region VI by § 1340.259 (a) (1) of Revised Maximum Price Regulation No. 122, as amended, and for reasons stated in an opinion issued herewith, it is ordered:

(a) *What this order does.* This order adjusts the maximum prices for the sale of solid fuels, except coke and briquettes, of all dealers, whose prices are not now established under an area pricing order in Region VI, but are established under Rules 1 and 2 of Revised Maximum Price Regulation No. 122, as amended, where such solid fuel has been purchased by the dealers from a dock as described in section (d)

(b) *Geographical applicability.* This order applies to all sales pursuant to which the buyer received physical delivery within the area known as Region VI, which includes the States of Illinois, Iowa, Minnesota, Nebraska, North Dakota, South Dakota, Wisconsin, and Lake County, Indiana.

(c) *Exclusions.* This order shall not apply to dealers whose prices for the sale of solid fuels are established by any area pricing order now in effect, issued, or to be issued in Region VI under Revised Maximum Price Regulation No. 122, as amended. Dealers whose prices are established or required to be established under Rules 3 and 4 shall determine their prices under the provisions of Rules 3 and 4 of Revised Maximum Price Regulation No. 122, as amended; and not under this order.

(d) When a dealer now purchases and accepts delivery of solid fuel, except coke and briquettes, from a dock located on the United States bank of Lake Superior or on that part of the west bank of Lake Michigan north of and including Waukegan, Illinois, whereas formerly the dealer purchased and accepted delivery of the same solid fuel solely from a mine or preparation plant operated as an adjunct of any mine, the maximum price for the sale of such dock fuel shall be adjusted as follows:

(1) If the dealer's maximum price for solid fuel purchased at a mine or preparation plant operated as an adjunct of any mine has been established under Rule 1 or Rule 2 of Revised Maximum Price Regulation No. 122, the present maximum price of solid fuel purchased from a dock shall be computed in the following manner:

(i) Determine the base period gross margin by deducting the supplier's price plus freight cost (from the supplier's facilities to the dealer's facilities) from the dealer's maximum price. Then add this gross margin to the present dock price plus the freight cost (from the dock to the dealer's facilities). The total will be the adjusted maximum price.

For example, assume that the maximum price under Rule 1 or Rule 2 is \$10, the mine price—\$3, the freight cost—\$5. The base period gross margin would be \$2, computed in this manner—\$10

minus \$3 and minus \$5 equals \$2. If the dock price is now \$7, and freight cost is \$2, the adjusted maximum price would be \$7 plus \$2 plus \$2 (base period gross margin), a total price of \$11.

(e) *Invoices, sales slips, receipts.* Every person selling solid fuels purchased from a dock at prices established under this order shall state on the invoices, sales slips, or receipts given to the purchaser the words, "Dock coal."

(f) *Segregation of fuel.* Every person selling solid fuel purchased from a dock at prices established under this order shall segregate the fuel, except coke and briquettes, received all-rail from a mine or preparation plant operated as an adjunct of a mine from the fuel received via rail and dock.

(g) *Effect of order on Revised Maximum Price Regulation No. 122.* To the extent applicable, the provisions of this order supersede Rules 1 and 2 of Revised Maximum Price Regulation No. 122, as amended. In so far as any provision of this order may be inconsistent with any provision of Revised Maximum Price Regulation No. 122, as amended, the provision contained in this order shall be controlling. Except as herein otherwise provided, the provisions of Revised Maximum Price Regulation No. 122, as amended, shall remain in full force and effect.

(h) This order may be revoked, amended, or modified at any time.

This order shall become effective March 16, 1945.

Issued this 9th day of March 1945.

RAE E. WALTERS,  
Regional Administrator

[F. R. Doc. 45-4994; Filed, Mar. 28, 1945;  
1:36 p. m.]

## [Region VI Order G-55 Under MPR 320]

## FLUID MILK IN PARK FALLS, WIS.

For the reasons set forth in the accompanying opinion and under the authority vested in the Regional Administrator of the Office of Price Administration by § 1351.408 (a) of Maximum Price Regulation No. 320, it is hereby ordered:

(a) *Maximum producer prices.* The maximum price which distributors in Park Falls, Wisconsin, may pay to producers for milk sold for human consumption in fluid form shall be 80¢ per pound butterfat in whole milk.

(b) *Applicability of producer prices.* Paragraph (a) of this order shall apply to all purchases of milk from producers for resale for human consumption in fluid form by distributors whose bottling plants are located within Park Falls, Wisconsin, or who sell within that city 50% or more of the milk sold by them.

(c) *Addition of transportation charges.* (1) The maximum price established in paragraph (a) is the maximum price for milk f. o. b. purchaser's plant. Where the transportation charge or any part thereof is paid by the purchaser, the total amount paid for transportation plus the amount received by the pro-

ducer shall not be in excess of the maximum price set forth in paragraph (a).

(2) Where the purchaser hauls the milk to his plant in a conveyance owned, leased or operated by him, he shall deduct from the maximum price set forth in paragraph (a) of this order the cost of such transportation. The "cost of such transportation" shall be the maximum price which may be charged by milk haulers or other transportation companies for the hauling of milk to the purchaser's plant.

(d) *Relation of this order to Office of Price Administration regulations.* Except as modified by this order, the provisions of the Maximum Price Regulation No. 329 shall remain in full force and effect and shall not be evaded by any change in business or trade practices in effect during that month.

(e) *Definitions.* Unless the context otherwise requires, the definitions set forth in Maximum Price Regulation No. 329, and the Emergency Price Control Act of 1942, as amended, shall be applicable to the terms used herein.

(f) *Revocability.* This order may be revoked, amended or corrected at any time.

This order has been approved by the Midwest Field Representative, Dairy & Poultry Branch, Office of Distribution of the War Food Administration.

This order shall be effective the 17th day of March 1945.

Issued this 13th day of March 1945.

RAE E. WALTERS,  
Regional Administrator.

[F. R. Doc. 45-4969; Filed, Mar. 28, 1945;  
12:37 p. m.]

[Region VI Rev. Order G-96 Under 18 (c),  
Amdt. 1]

#### FIREWOOD IN UPPER WISCONSIN

An opinion accompanying this amendment has been issued simultaneously herewith.

Order No. G-96 under § 1499.18 (c) of the General Maximum Price Regulation is amended in the following respects:

1. Paragraph (b) (1) is amended to read as follows:

(1) *Sales to Consumers.* Ceiling prices for sales by producers to consumers shall be the prices set forth in Schedule A.

SCHEDULE A—PRODUCER TO CONSUMER

	Hardwood				Mixed wood				Soft wood			
	Body or block wood	Bundled edgings	Slab wood	Loose edgings	Body or block wood	Bundled edgings	Slab wood	Loose edgings	Body or block wood	Bundled edgings	Slab wood	Loose edgings
Standard cord of 48" or 8' lengths.....	\$12.35	\$3.80	\$3.00	\$2.40	\$9.65	\$2.80	\$3.25	\$2.55	\$7.70	\$2.50	\$2.00	\$1.50
Single cord of 24" lengths.....	7.05	5.05	4.00	4.80	5.60	3.95	3.60	3.80	4.45	2.80	2.00	1.50
Single cord of 16" lengths.....	5.30	3.75	3.40	2.60	4.05	2.95	2.60	2.80	3.25	2.00	1.50	1.25
Single cord of 12" lengths.....	4.25	3.05	2.75	2.30	3.35	2.35	2.15	2.25	2.50	1.75	1.50	1.25

2. Paragraph (b) (2) is amended to read as follows:

(2) *Sales to retail dealers.* Ceiling prices for sales by producers and wholesalers to retail dealers shall be the prices set forth in Schedule B.

SCHEDULE B—PRODUCER AND WHOLESALE TO RETAILERS

	Hardwood				Mixed wood				Soft wood			
	Body or block wood	Bundled edgings	Slab wood	Loose edgings	Body or block wood	Bundled edgings	Slab wood	Loose edgings	Body or block wood	Bundled edgings	Slab wood	Loose edging
Standard cord of 48" or 8' lengths.....	\$10.50	\$7.50	\$6.80	\$7.15	\$8.20	\$2.85	\$3.00	\$2.55	\$4.55	\$4.05	\$4.25	\$4.45
Single cord of 24" lengths.....	6.00	4.30	3.90	4.10	4.75	3.35	3.05	3.20	3.80	2.80	2.45	2.60
Single cord of 16" lengths.....	4.50	3.20	2.90	3.05	3.45	2.60	2.25	2.35	2.80	2.00	1.60	1.60
Single cord of 12" lengths.....	3.60	2.60	2.35	2.45	2.85	2.00	1.85	1.95	2.25	1.60	1.60	1.55

3. Paragraph (b) (5) is amended to read as follows:

(5) *Test loads.* When a producer sells firewood all of the same size and type by the rail carload, he shall, unless he actually measures the exact number of cords in the carload, weigh one cord of the wood sold and determine the total number of such cords in the carload by dividing the net weight of the carload by the weight of such "test" cord.

4. Paragraph (j) is added to read as follows:

(j) *Invoices and records.* Every person making a sale of firewood for which a maximum price is set by this order

shall give the purchaser or his agent at the time of the sale an invoice or other memorandum of sale, which shall show:

1. The date of sale;
2. The name and address of the buyer and seller;
3. The quantity of firewood sold, expressed in terms of standard cords, or single cords whichever is the unit of measurement used as the basis of maximum prices established by this order;
4. Description of firewood sold in the same manner as it is described in this order. (This shall include the kind of wood, i. e., hard, soft or mixed, and length of pieces of wood.)
5. Place of sale. (If the price is dependent on place of delivery, then the place of delivery shall be stated.)
6. The total price of the wood.

On the invoice or memorandum, a separate statement shall be made of any discounts and of each service rendered such as delivery, carrying and stacking, and the charge made for each such service.

The seller shall keep an exact copy of such invoice or memorandum for as long as the Emergency Price Control Act of 1942, as amended, remains in effect, and such copy shall be made available for inspection by the Office of Price Administration.

5. Paragraph (d) (3) is amended so that the last paragraph thereof following section (iv) reads as follows: "District Offices are authorized to take any and all action necessary in establishing ceiling prices or a method of establishing ceiling prices which will be in line with the general level of ceiling prices established under this order."

6. Paragraph (e) is amended to add a subparagraph (16) which reads as follows:

(16) "Loose edgings" means wood cut from the side of a piece of lumber and not tied into bundles.

This amendment to Revised Order No. G-96 shall become effective March 16, 1945.

Issued this 7th day of March 1945.

RAE E. WALTERS,  
Regional Administrator.

[F. R. Doc. 45-4933; Filed, Mar. 28, 1945;  
1:34 p. m.]

[Region VII Order G-57 Under 18 (c)]

#### STANDARD OAK THRESHOLDS IN COLORADO AND WYOMING

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and § 1499.18 (c) of the General Maximum Price Regulation, and for the reasons set forth in the accompanying opinion, this Order No. G-57 is issued.

(a) *Geographical applicability.* The adjusted maximum prices established by this Order No. G-57 for the two types of standard oak thresholds known to the trade as No. 8700 and No. 8278 shall be applicable only in the States of Colorado and Wyoming.

(b) *Specific maximum prices.* On and after the effective date of this Order No. G-57, the maximum prices for Standard Oak Threshold No. 8700 ( $\frac{5}{8}$ " x  $3\frac{1}{2}$ " x 3") and Standard Oak Threshold No. 8278 ( $\frac{5}{8}$ " x  $3\frac{1}{2}$ " x 3") shall be, when sold by one dealer to another dealer who purchases for resale, 25¢ each, f. o. b. the seller's place of business; and when sold by any dealer to an ultimate consumer or user, including contractors and builders, the maximum price shall be 40¢ each, f. o. b. the seller's place of business.

(c) *Customary discounts and allowances must be maintained.* Any person selling Standard Oak Thresholds No. 8700 and No. 8278 in accordance with this Order No. G-57 shall maintain and continue to give all trade discounts, al-

lowances, and differentials which have heretofore been customarily given by him.

(d) *Applicability of other regulations.* Except to the extent of the price changes made by this Order No. G-57, all of the terms and provisions of the General Maximum Price Regulation shall remain in full force and effect and continue to be applicable to all persons selling Standard Oak Thresholds No. 8700 and No. 8278.

(e) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or order. A seller's license may be suspended for violation of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(f) *Right to revoke or amend.* This order may be revoked, modified, or amended at any time by the Price Administrator or the Regional Administrator.

(g) *Effective date.* This order shall become effective on the 15th day of March, 1945.

Issued this 15th day of March, 1945.

RICHARD Y. BATTERTON,  
Regional Administrator

[F. R. Doc. 45-4971; Filed, Mar. 28, 1945;  
12:37 p. m.]

[Region VII Order G-2 Under MPR 188]

#### HAMBACHER AND SON

##### AUTHORIZATION OF MAXIMUM PRICES

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and §§ 1499.158 and 1499.158a of Maximum Price Regulation No. 188, and for the reasons set forth in the accompanying opinion, this Order No. G-2 is issued.

(a) *What this order does.* This order establishes maximum prices for an article of juvenile furniture (a doll's bed) manufactured by August Max Hambacher, doing business as Hambacher and Son, 1028 Lipan Street, Denver, Colorado, for the manufacturer and for resellers throughout Region VII, which includes the States of New Mexico, Colorado, Wyoming, Montana, and Utah, and all that part of the State of Idaho lying south of the southern boundary of Idaho County, the County of Malheur in the State of Oregon, and all that part of the Counties of Mohave and Coconino in the State of Arizona lying north of the Colorado River.

(b) *Established maximum prices.* Upon and after the effective date of this Order No. G-2, the maximum prices for the article of juvenile furniture in question, which is by the manufacturer given the trade name of Shirley Bed, when built and finished in accordance with the specifications set forth in the application of the manufacturer now on file

herein and sold within Region VII shall be as follows:

	Maximum price per bed		
	To jobber	To retailer	To ultimate consumer
Shirley bed, sold by manufacturer, f. o. b. plant. ....	\$1.90	\$2.30	\$3.49

The maximum prices on sales by jobbers to retailers and to ultimate consumers shall be the above prices established for the manufacturer and the maximum price for sales by a retailer to an ultimate consumer shall be the price as above established for the manufacturer and jobber.

(c) *Discounts and allowances.* The manufacturer shall allow a discount of 2% for payment within ten days from date of invoice, and all resellers shall continue to maintain their customary discounts and allowances.

(d) *Notice to be given purchasers for resale.* When the manufacturer or any other seller makes a first sale under this Order No. G-2 to a person who purchases for resale, he must show upon the invoice or on a separate slip or rider attached thereto the following:

By virtue of Order No. G-2 under Maximum Price Regulation No. 188, the OPA authorized maximum prices for this Shirley Bed are:

- (1) When sold to a retailer, \$2.30.
- (2) When sold to an ultimate consumer, \$3.49.

Jobbers and retailers must continue to maintain their customary discounts and allowances.

(e) *Applicability of other regulations.* Except insofar as the same are inconsistent with or contradictory of any one or more of the terms and provisions of this Order No. G-2, all of the terms and provisions of Maximum Price Regulation No. 188 shall remain in full force and effect as to the manufacturer August Max Hambacher, doing business as Hambacher and Son.

(f) *Licensing.* The provisions of Licensing Order No. 1, licensing all persons who make sales under price control, are applicable to all sellers subject to this regulation or order. A seller's license may be suspended for violation of the license or of one or more applicable price schedules or regulations. A person whose license is suspended may not, during the period of suspension, make any sale for which his license has been suspended.

(g) *Right to revoke or amend.* This order may be revoked, modified, or amended at any time by the Administrator or the Regional Administrator.

(h) *Effective date.* This order shall become effective on the 10th day of March 1945.

Issued this 10th day of March 1945.

RICHARD Y. BATTERTON,  
Regional Administrator

[F. R. Doc. 45-4970; Filed, Mar. 28, 1945;  
12:37 p. m.]

[Region VII Order G-56 Under 18 (c)]

PLATTNER CO.

#### ADJUSTMENT OF MAXIMUM PRICES

Pursuant to the Emergency Price Control Act of 1942, as amended, the Stabilization Act of 1942, as amended, and § 1499.18 (c) of the General Maximum Price Regulation, as amended, and for the reasons set forth in the accompanying opinion, this Order No. G-56 is issued.

(a) *Wholesalers' and jobbers' price increase authorization.* Wholesalers and jobbers who purchase red cedar wood tanks from The Plattner Company, 2600 West Fourteenth Avenue, Denver, Colorado, and resell the same to a retailer or an ultimate consumer in Region VII, which includes all of the States of New Mexico, Colorado, Wyoming, Montana, and Utah, and all that part of the State of Idaho lying south of the southern boundary of Idaho County, and Malheur County in the State of Oregon, and all that part of the Counties of Mohave and Coconino in the State of Arizona lying north of the Colorado River, may add to their present maximum prices as duly established under the applicable regulation the amount in which their said supplier, The Plattner Company, has increased its price for the particular red cedar wood tank in question, as certified on the invoice or on a separate instrument or rider attached thereto by said supplier The Plattner Company.

(b) *Notice of price increase to retailer.* When a wholesaler or jobber sells to a retailer in Region VII as hereinabove defined a red cedar wood tank or tanks manufactured by The Plattner Company of Denver, Colorado, at a price increase authorized by paragraph (a) of this order, he shall show on his invoice or on a separate instrument or rider attached thereto the amount of such authorized increase for each tank covered by the invoice, and the retailer may add such certified increase to his maximum price for a sale to an ultimate consumer as duly established under the applicable regulation.

(c) *Maximum price to retailer must not be increased by interdistributor sales.* The retailer's maximum adjusted price to ultimate consumers, as established by paragraph (b) above, must not be increased indirectly by interdistributor sales, or otherwise in any manner whatsoever.

(d) *Effective date.* This Order No. G-56 shall become effective on the 13th day of March, 1945.

Issued this 13th day of March 1945.

RICHARD Y. BATTERTON,  
Regional Administrator

[F. R. Doc. 45-4972; Filed, Mar. 28, 1945;  
12:37 p. m.]

[Region III Order G-31 Under MPR 320,  
Amdt. 1]

#### FLUID MILK IN OHIO

For the reasons set forth in an opinion issued simultaneously herewith and un-



der the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.408 (b) of Maximum Price Regulation No. 329, *It is hereby ordered*, That Order No. G-31 under Maximum Price Regulation No. 329 (Purchases of milk from producers for resale as fluid milk. Adjustment of the maximum prices milk distributors may pay producers. Certain designated areas in the State of Ohio) be amended in the following respects:

1. Subparagraph (iii) of section (a) paragraph (2), be, and the same is hereby, amended to read as follows:

(iii) The Townships of Amherst, Avon, Avon Lake, Black River, Brownhelm, Carlisle, Columbia, Eaton, Elyria, Grafton, Henrietta, Ea Grange, Ridgeville, Russia and Shiffed in Lorain County.

2. A new subparagraph designated as paragraph (vi) is added to paragraph (2) of section (a) to read as follows:

(vi) The Township of Brown in Carroll County.

This amendment shall become effective September 12, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued: September 12, 1944.

BIRKETT L. WILLIAMS,  
Regional Administrator.

[F. R. Doc. 45-5005; Filed, Mar. 28, 1945;  
1:48 p. m.]

[Region III Order G-33 Under RMPR 329]

#### FLUID MILK IN CLEVELAND REGION

For the reasons set forth in an opinion issued simultaneously herewith and under the authority vested in the Regional Administrator of Region III of the Office of Price Administration by § 1351.408 of Maximum Price Regulation No. 329, *It is hereby ordered*:

(a) Except as provided in section (b) hereof, notwithstanding the provisions of any order heretofore issued by the Regional Administrator of Region III under Maximum Price Regulation No. 329, any "milk" distributor in the states of Indiana (except the county of Lake) Kentucky, Michigan, Ohio, and West Virginia may pay to producers the following bonuses, in addition to his maximum producer price.

Bonus  
(per cwt.)

- |   |        |
|---|--------|
| (1) For "milk" with an average monthly bacteriological count of 10,000 bacteria or less per cc.....   | \$0.20 |
| (2) For "milk" with an average monthly bacteriological count of 10,000 to 25,000 bacteria per cc..... | .15    |
| (3) For "milk" with an average monthly bacteriological count of 25,000 to 50,000 bacteria per cc..... | .10    |

(b) This order shall not apply to purchases of "Class 1" milk covered by Order No. G-5 under Maximum Price Regulation No. 329 issued by the Regional Administrator of Region III of the Office of Price Administration on June 15, 1943, nor to any distributor of approved fluid

milk located in an area operating under an agreement, order or license issued pursuant to the provisions of the Agricultural Marketing Agreement Act of 1937, as amended.

(c) Each milk distributor increasing his price to producers for "milk" pursuant to the provisions of this order shall, within five days of such action, notify the Regional Office of the Office of Price Administration, Union Commerce Building, Cleveland, Ohio, by letter or postcard, of his price established pursuant to the provisions of this order, together with a statement of his previous price.

(d) *Definitions.* (1) "Milk Distributor" is defined to mean any individual, corporation, partnership, association, or any other organized group of persons or successors of the foregoing who purchases "milk" in a raw and unprocessed state for the purpose of resale as fluid milk in glass, paper or other containers.

(2) "Producer" means a farmer, or other person or representative who owns, superintends, manages, or otherwise controls the operations of a farm on which "milk" is produced. For the purposes of this order, farmers' cooperatives are producers when (i) they do not own or lease physical facilities for receiving, processing, or distributing milk, and (ii) they do own or lease physical facilities for receiving, processing or distributing milk, but they act as selling agents for producers; whether members of such cooperative or not.

(3) "Milk" means liquid cow's milk in a raw, unprocessed state, which is purchased for resale for human consumption as fluid milk. "In a raw, unprocessed state" means unpasteurized and not sold and delivered in glass or paper containers.

(e) This order may be amended, modified, or revoked at any time by the Office of Price Administration.

This order shall become effective September 20, 1944.

(56 Stat. 23, 765; 57 Stat. 566; Pub. Law 383, 78th Cong., E.O. 9250, 7 F.R. 7871 and E.O. 9328, 8 F.R. 4681)

Issued: September 20, 1944.

BIRKETT L. WILLIAMS,  
Regional Administrator.

[F. R. Doc. 45-5003; Filed, Mar. 28, 1945;  
1:47 p. m.]

#### SECURITIES AND EXCHANGE COMMISSION.

[File Nos. 54-116, 54-66, 59-61]

SCRANTON-SPRING BROOK WATER SERVICE CO., ET AL.

#### ORDER POSTPONING HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 28th day of March, A. D. 1945.

In the matters of Scranton-Spring Brook Water Service Company, Pennsylvania Water Service Company, Federal Water and Gas Corporation, File No. 54-116; Federal Water and Gas Corporation

and subsidiary companies, File No. 54-66; Federal Water and Gas Corporation and subsidiary companies, respondents, File No. 59-61.

Federal Water and Gas Corporation, a registered holding company, and its subsidiary companies, Pennsylvania Water Service Company and Scranton-Spring Brook Water Service Company, having filed, pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935, a plan providing, among other things, for the recapitalization of Scranton-Spring Brook Water Service Company and the liquidation and dissolution of Pennsylvania Water Service Company for the stated purpose of complying with the provisions of section 11 (b) of the act and with the Commission's order dated February 10, 1943 directing Federal Water and Gas Corporation, Pennsylvania Water Service Company and Scranton-Spring Brook Water Service Company to take certain specified steps to comply with the provisions of section 11 (b) of the act; and

The Commission having by order dated January 8, 1945, directed that a hearing be held in respect of the said consolidated matters at 11:00 a. m., e. w. t., on February 26, 1945, at the office of the Commission in Philadelphia, Pennsylvania; and said hearing having been postponed by subsequent order of the Commission until April 2, 1945; and

The applicants having requested that the hearing so directed to be held in said consolidated proceedings be postponed to a date not less than three weeks from April 2, 1945; and

The Commission deeming it appropriate under the circumstances that the request for postponement of the said hearing be granted for a period of three weeks from April 2, 1945;

*It is ordered*, That the hearing in respect of the said consolidated matters previously ordered to be held on April 2, 1945 at 11:00 a. m., e. w. t., at the office of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, be, and hereby is, postponed to April 23, 1945 at the same hour and before the same trial examiner as heretofore designated.

Notice is hereby given of the postponement of the said hearing to the above named applicants, to the Pennsylvania Public Utility Commission, to the New York Trust Company, Trustee under the indentures securing Scranton-Spring Brook Water Service Company's First Mortgage and Refunding 5% Series "A" and "B" Bonds, to The First National Bank of the City of New York, Trustee under the indentures securing the Scranton Gas & Water Company First Mortgage 4½% Bonds and The Spring Brook Water Supply Company First Refunding Mortgage 5% Bonds, and to all interested persons, said notice to be given to said applicants and to the Pennsylvania Public Utility Commission, the New York Trust Company, Trustee, and the First National Bank of the City of New York, Trustee, by registered mail, and to all other persons by publication of this order in the FEDERAL REGISTER.

*It is further ordered*, That the time within which any person desiring to be

heard or otherwise wishing to participate in said proceedings shall file his request or application therefor with the Secretary of the Commission, as provided by Rule XVII of the Commission's rules of practice, be, and the same hereby is, extended to April 20, 1945.

By the Commission.

[SEAL] ORVAL L. DuBois,  
Secretary.

[F. R. Doc. 45-5079; Filed, Mar. 30, 1945;  
10:01 a. m.]

[File Nos. 59-39, 54-50, 59-10, 54-82].

NORTH AMERICAN LIGHT & POWER CO., ET AL.

#### ORDER RECONVENING HEARINGS

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 28th day of March, 1945.

In the matter of North American Light & Power Company Holding Company System and The North American Company, File No. 59-39; North American Light & Power Company, File No. 54-50; The North American Company, et al., File No. 59-10; The North American Company, File No. 54-82.

The North American Company having filed herein motions to dismiss the claim-over asserted against it by certain preferred stockholders of North American Light & Power Company with respect to the claims asserted against the latter company and Illinois Traction Company by Illinois Power Company or, in the alternative, to limit and clarify the issues raised by said claim-over by directing that certain matters are not material or relevant thereto and by striking from the record all exhibits relating to said matters; and

The Commission having considered said motions and the briefs of the parties, and having examined the record and being fully advised in the premises;

It is ordered, That the motion to dismiss the aforesaid claim-over be and is hereby denied; and

The Commission deeming it appropriate to reconvene the hearings for the purpose set forth below prior to passing upon the merits of the aforesaid motion to limit and clarify;

It is further ordered, Without passing upon the merits of the aforesaid motion to limit and clarify that the hearings shall reconvene on April 2, 1945 at 10:30 a. m., e. w. t., at the offices of the Commission in Philadelphia, Pennsylvania, for the purpose of affording The North American Company an opportunity to introduce evidence with respect to its answer to the aforesaid statement of claim-over, without prejudice, however, to the right of The North American Company to offer additional evidence which may be appropriate with respect to any matter which is the subject of its motion to limit and clarify after the Commission shall have ruled upon said motion.

By the Commission.

[SEAL] ORVAL L. DuBois,  
Secretary.

[F. R. Doc. 45-5077; Filed, Mar. 30, 1945;  
10:00 a. m.]

[File No. 812-373]

ADAMS EXPRESS CO., ET AL.

#### NOTICE OF AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 28th day of March A. D. 1945.

In the matter of The Adams Express Company, American International Corporation, Joy Manufacturing Company, File No. 812-373.

The Adams Express Company, New York, N. Y., American International Corporation, New York, N. Y., and Joy Manufacturing Company, Franklin, Pennsylvania, have filed an application pursuant to section 17 (b) of the Investment Company Act of 1940 for an order exempting from the provisions of section 17 (a) of said act the following transactions:

(1) The purchase by The Adams Express Company and American International Corporation respectively from Joy Manufacturing Company of 20,500 shares and 9,500 shares of the authorized but unissued common stock of Joy Manufacturing Company at \$24.50 per share.

(2) The purchase by Joy Manufacturing Company from The Adams Express Company and American International Corporation of 37,300 and 16,500 shares of the capital stock of Sullivan Machinery Company owned by them at March 15, 1945 at a price per share which shall be offered by Joy Manufacturing Company to all of the stockholders of Sullivan Machinery Company pursuant to a proposed offer to be made by Joy Manufacturing Company to all the stockholders of Sullivan Machinery Company and

(3) The purchase by Joy Manufacturing Company from The Adams Express Company of all shares, if any, of the capital stock of Sullivan Machinery Company purchased by The Adams Express Company from the stockholders of Sullivan Machinery Company pursuant to the proposed offer to stockholders of Sullivan Machinery Company.

The Adams Express Company and American International Corporation are registered investment companies. Joy Manufacturing Company is an affiliated person of the two investment companies.

It is ordered, pursuant to section 40 (a) of the said act that a hearing on the aforementioned application be held on April 10, 1945 at 10:00 a. m., eastern war time in Room 318, Securities and Exchange Commission Building, 18th and Locust Streets, Philadelphia 3, Pennsylvania; and

It is further ordered, That Allen MacCullen or any other officer or officers of the Commission designated by it for that purpose shall preside at such hearing. The officer so designated is hereby authorized to exercise all the powers granted to the Commission under sections 41 and 42 (b) of the Investment Company Act of 1940 and to trial examiners under the Commission's rules of practice.

Notice of such hearing is hereby given to The Adams Express Company, American International Corporation and Joy Manufacturing Company, and to any

other persons whose participation in such proceeding may be in the public interest or for the protection of investors.

By the Commission.

[SEAL] ORVAL L. DuBois,  
Secretary.

[F. R. Doc. 45-5078; Filed, Mar. 30, 1945;  
10:00 a. m.]

[File No. 52-22]

ASSOCIATED GAS AND ELECTRIC CO. AND ASSOCIATED GAS AND ELECTRIC CORP.

#### MEMORANDUM OPINION AND ORDER RELEASING JURISDICTION

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 28th day of March 1945.

In the matter of Stanley Clarke, trustee of Associated Gas and Electric Company, Denis J. Driscoll and Willard L. Thorp, Trustees of Associated Gas and Electric Corporation, File No. 52-22.

*Simplification of holding company system.* Reorganization plan under section 11 (f)—release of jurisdiction with respect to initial board of directors. The Commission observing no basis for any adverse findings with respect to amendment filed regarding the number and names of persons proposed to serve as members of initial board of directors of Surviving Company to emerge from reorganization proceedings pursuant to plan heretofore approved under section 11 (f) jurisdiction previously reserved over such matter is released.

*Appearances:* Allen E. Throop and William W. Golub for the Trustees of Associated Gas and Electric Corporation.

Lewis M. Dabney, Jr., for Stanley Clarke, Trustee of Associated Gas and Electric Company.

Nathaniel Whitehorn, of Hayes, Wolf, Schwabacker, Sklar and Epstein, for Committee for holders of Associated Gas and Electric Corporation 8% Eight Year Gold Bonds, due 1940.

Jack Lewis Kraus II, for General Protective Committee for holders of fixed interest obligations of Associated Gas and Electric Company.

Ralph Montgomery Arkush, for Committee for holders of Associated Gas and Electric Corporation Income Debentures, due 1978.

Charles E. Scribner, for Committee for holders of Associated Gas and Electric Corporation Convertible Debentures, due 1973.

David I. Bursten, for the Public Utilities Division of the Commission.

On April 14, 1944, the Commission approved a plan of reorganization filed jointly under section 11 (f) of the Public Utility Holding Company Act of 1935 by Stanley Clarke, Trustee of Associated Gas and Electric Company ("Ageco") and Denis J. Driscoll and Willard L. Thorp, Trustees of Associated Gas and Electric Corporation ("Agecorp"), registered holding companies (Holding Company Act Release No. 4985). The plan has also been approved by the United States District Court for the Southern District of New York having jurisdiction

over the proceedings in respect of both companies under Chapter X of the Bankruptcy Act. The United States Circuit Court of Appeals for the Second Circuit has affirmed the orders of the District Court. *In re Associated Gas and Electric Company, Associated Gas and Electric Corporation*, — F. (2) — (C. C. A. 2d, March 27, 1945).

The basic purpose of the plan is to substitute, for claims against the estates of Ageco and Agecorp, securities in a solvent reorganized company (the Surviving Company). The Surviving Company is to take over the assets of the two estates, other than assets distributed pursuant to the plan and claims in favor of either estate not settled or adjusted by the plan or in the Chapter X proceedings.

The plan provides for the selection of persons to serve as members of the initial board of directors of the Surviving Company who shall hold office until the first annual meeting of the stockholders of the Surviving Company following the consummation of the plan, and until the election and qualification of their successors. Our order approving the plan contained, among other things, a reservation of jurisdiction with respect to the number and names of the persons to serve as members of such initial board.

The order of the District Court approving the plan contained a similar reservation of jurisdiction, and at a hearing to be held on March 29, 1945, the District Court will be asked by the Trustees for its approval of the presently proposed board. The Trustees of both estates have now joined in filing an amendment to the plan proposing that the initial board consist of the nine persons described below. The Trustees state that each member of the initial board has agreed to take an active part in directing the affairs of the Surviving Company beyond the attendance of meetings and the making of determinations of matters then brought before them. It is contemplated that each receive annual compensation approximating \$5,000.

The nine persons proposed by the Trustees are as follows: J. Lee Bausher, President, Infant Socks, Inc., Reading, Pennsylvania; Treasurer, Reading Air Chutes, Inc., Reading, Pennsylvania; Harold M. Bixby, Vice President and Director, Pan American Airways Corporation, New York City; Harold V. Bozell, President, General Telephone Corporation, New York City; Edwin F. Chinlund, Vice President, Director and member of Executive Committee, R. H. Macy & Co., Inc., New York City; Henry R. Hayes, Financial Consultant, New York City; Director of Columbia Gas & Electric Corporation; Albert F. Tegen, President and Director, Associated Electric Company; President and Director, NY PA NJ Utilities Company, New York City; Willard L. Thorp, Trustee, Associated Gas and Electric Corporation, New York City; William J. Waite, Chairman of Board, Clinton Trust Company; Secretary and Treasurer, A. Gusmer, Inc. and Director, Secretary and Treasurer of Schock, Gusmer & Co., Inc., Hoboken, New Jersey; and George R. Walker, President, Huron Holding Corporation (not a public-utility holding company), New York

City; Chairman, Committee for Holders of Agecorp 8% Eight Year Gold Bonds due 1940.

The record indicates that, prior to the selection of the foregoing persons, the Trustees discussed with representatives of various classes of security holders of Ageco and Agecorp the problems relating to the size of the initial board and the factors to be considered in the selection of its members. In connection with such discussion, the Trustees invited and received suggestions from the committees participating in the proceedings and made inquiries with respect to the qualifications of all such suggested persons, as well as of other individuals. The results of such inquiries were then discussed with representatives of the committees. Thereafter the Trustees selected the persons named above, endeavoring in such selection to provide the Surviving Company with a board of directors having a diversity of interests, experience, and technical qualifications.

A public hearing was held after appropriate notice, including notice by mail to all security holders participating under the plan; and no one appeared in opposition to the proposal of the Trustees.

We have examined the record in respect of the number and names of the persons proposed as initial directors, their qualifications, the method of their selection, and the proposed basis of compensation, and we find no basis for any adverse findings with respect to any such matters.

As above indicated, the initial board will include Willard L. Thorp, a Trustee of Agecorp, and Albert F. Tegen, President and Director of two of Agecorp's principal sub-holding companies. In view of the fact that the Trustees and their organization have completely displaced the management existing prior to the institution of the bankruptcy proceedings, we believe that the knowledge of the system and experience in its problems, which Thorp and Tegen have thus acquired, render their proposed connection with the Surviving Company appropriate and desirable.

It may be noted that the interlocking directorship created by the selection of Henry R. Hayes, who is at present a director of Columbia Gas & Electric Corporation ("Columbia"), a registered public utility holding company, has caused us some concern. The record indicates, however, that Hayes, from November 1936 to May 1939, was one of three independent persons who served as a member of the boards of directors of both Ageco and Agecorp, pursuant to a stipulation in proceedings then pending pursuant to section 77B of the Bankruptcy Act. By virtue of his familiarity with the system acquired through such former connections and his experience in matters of finance, the Trustees believe that Hayes will be a valuable member of the initial board. We have also noted that the possibility of a conflict of interest by reason of Hayes' position as a director of both the Surviving Company and Columbia is particularly limited under the circumstances. The record indicates that the area of competition be-

tween the two systems is relatively insignificant, confined, as it is, to their respective operations in Binghamton, New York, where an Agecorp subsidiary renders electric service and a Columbia subsidiary renders gas service. In connection with Columbia system properties in the State of New York, it may be noted that our outstanding order under section 11 (b) (1) with respect to the Columbia system reserves for future disposition the retainability of such properties.

Under all the circumstances, we have concluded that Hayes' position on the board of directors of Columbia does not preclude his serving as a member of the initial board of the Surviving Company.

It is ordered, That the jurisdiction heretofore reserved with respect to the number of directors and the persons to be named as members of the initial board of directors of the Surviving Company be, and hereby is, released.

It is further ordered, That the jurisdiction heretofore reserved over all other matters in respect of the plan of reorganization and the consummation thereof be continued.

By the Commission.

[SEAL]

ORVAL L. DUBOIS,  
Secretary.

[F. R. Doc. 45-5110; Filed, Mar. 30, 1945;  
11:27 a. m.]

[File No. 59-23] c

MIDDLE WEST CORP., ET AL.

#### NOTICE OF FILING AND ORDER FOR HEARING

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 29th day of March 1945.

In the matter of The Middle West Corporation North West Utilities Company Wisconsin Power and Light Company, File No. 59-23.

The Commission having heretofore by its order dated September 10, 1943, pursuant to section 11 (b) (2) of the Public Utility Holding Company Act of 1935 ordered, among other things, that within one year North West Utilities Company (North West) shall be liquidated and its existence terminated; and that The Middle West Corporation (Middle West) and North West proceed with due diligence to submit to the Commission a plan for the prompt liquidation of North West and the termination of its existence; and

The Commission having heretofore by its order dated November 16, 1944, pursuant to section 11 (c) of the act, granted an additional period of 6 months, dating from September 10, 1944, within which to comply with said order of September 10, 1943:

Notice is hereby given that Middle West and North West, both registered holding companies, filed a joint application requesting the entry of an order by the Commission under section 11 (c) of the act for an additional extension of time of 6 months, dating from March 10, 1945, within which to comply with the Commission's order of September 10, 1943.

All interested persons are referred to the said application which is on file in the offices of the Commission for full details concerning said matters.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that a hearing be held for the purpose of considering the application:

*It is hereby ordered*, That a hearing in this proceeding shall be held on April 18, 1945, at 10:00 a. m., e. w. t., at the offices of the Securities and Exchange Commission, 18th and Locust Streets, Philadelphia 3, Pennsylvania, in such room as may be designated on such date by the hearing room clerk in Room 318. All persons desiring to be heard or otherwise wishing to participate in the proceedings should notify the Commission in the manner provided for by the rules of practice, Rule XVII, on or before 5:30 p. m., e. w. t., April 14, 1945.

*It is further ordered*, That Allen MacCullen, or any other officer or officers of the Commission designated by it for that purpose, shall preside at such hearing. The officer so designated to preside at such hearing is hereby authorized to exercise all powers granted to the Commission under section 18 (c) of said act and to a trial examiner under the Commission's rules of practice.

*It is further ordered*, That without limiting the scope of the issues presented by said application, particular attention will be directed at said hearing to the following matters and questions:

1. Whether Middle West and North West have exercised due diligence in their effort to comply with the order of the Commission dated September 10, 1943, as extended.

2. Whether and to what extent an extension of time for compliance with our order of September 10, 1943, as extended, is necessary or appropriate in the public interest or for the protection of investors and consumers.

*It is further ordered*, That the Secretary of this Commission serve notice of the entry of this order by mailing a copy thereof by registered mail to the applicants and that notice shall be given to all other persons by publication thereof in the FEDERAL REGISTER.

By the Commission.

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 45-5109; Filed, Mar. 30, 1945;  
11:28 a. m.]

[File No. 70-465]

PENNSYLVANIA ELECTRIC CO., ET AL.  
ORDER RELEASING JURISDICTION OVER  
ADDITIONAL EXPENSES.

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 28th day of March 1945.

In the matter of Pennsylvania Electric Company, The Clarion River Power Company, Erie Lighting Company, Solar Electric Company, Youghiogheny Hydro-Electric Corporation, Associated Maryland Electric Power Corporation, Associated Electric Company, File No. 70-465.

The Commission having, by order dated October 26, 1943, approved a plan filed by Pennsylvania Electric Company, pursuant to section 11 (e) of the Public Utility Holding Company Act of 1935, whereby it offered to satisfy the interests of the public holders of 4,267.7 shares of the Participating Capital Stock of The Clarion River Power Company by setting aside in a special account for distribution to such shareholders the sum of \$42,677 on the basis of \$10.00 per share; and

The Commission having by said order reserved jurisdiction over the future expenses, if any, to be incurred by the Protective Committee for the Participating Capital Stockholders of The Clarion River Power Company and its counsel; and

The Protective Committee for the Participating Capital Stockholders of The Clarion River Power Company and its counsel having filed a statement with respect to expenses incurred by them subsequent to our order of October 26, 1943, and expended in connection with the plan and it appearing to the Commission that such expenses are not unreasonable, and that jurisdiction over such matters should be released:

*It is ordered*, That jurisdiction over the expenses incurred in connection with the said plan subsequent to October 26, 1943, by the Protective Committee for the Participating Capital Stockholders of The Clarion River Power Company and its counsel be, and hereby is, released.

By the Commission.

[-SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 45-5112; Filed, Mar. 30, 1945;  
11:27 a. m.]

[File No. 70-973]

MISSOURI GENERAL UTILITIES CO. AND  
ASSOCIATED ELECTRIC COMPANY

ORDER GRANTING EXTENSION OF TIME

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pa., on the 27th day of March, A. D. 1945.

Associated Electric Company ("Aelec") a registered holding company, and its subsidiary, Missouri General Utilities Company ("Utilities"), having filed an application-declaration, pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935, concerning the proposed sale by Aelec of its entire interest in Utilities, the proposed acquisition by Aelec of certain assets of Utilities, and related matters; and

The Commission having, on November 27, 1944, after notice and hearing, made and filed its findings and opinion and order (Holding Company Act Release No. 5449) granting the application and permitting the declaration to become effective; and

The Commission having, on January 25, 1945, upon the request of applicants-declarants, extended the time for consummating said transactions to and including March 27, 1945; and

Applicants-declarants having, on March 21, 1945, advised the Commission that the parties have been unable to consummate the transactions proposed in said application-declaration within such time, and having requested that the time for such consummation be extended to and including May 31, 1945; and

It appearing to the Commission that it is appropriate in the public interest and the interest of investors to grant said request:

*It is ordered*, That the time for consummating said transactions be, and hereby is, extended to and including May 31, 1945.

By the Commission.

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 45-5108; Filed, Mar. 30, 1945;  
11:28 a. m.]

[File No. 70-1032]

CRESCENT PUBLIC SERVICE CO. AND CENTRAL  
OHIO LIGHT & POWER CO.

ORDER PERMITTING DECLARATION TO BECOME  
EFFECTIVE

At a regular session of the Securities and Exchange Commission, held at its office in the City of Philadelphia, Pennsylvania, on the 29th day of March A. D. 1945.

Crescent Public Service Company, a registered holding company, and its subsidiary, Central Ohio Light & Power Company, having filed a declaration pursuant to section 12 (c) of the Public Utility Holding Company Act of 1935 and the order of the Commission dated February 3, 1944 (File No. 70-844) with respect to the declaration and payment by Central Ohio Light & Power Company in April 1945, of a dividend out of earned surplus of \$2.50 per share, or an aggregate amount of \$50,000, to the sole holder of its common stock, Crescent Public Service Company; and

Said declaration having been filed on February 20, 1945, and notice of said filing having been duly given in the form and manner prescribed by Rule U-23 promulgated pursuant to said act, and the Commission not having received a request for hearing with respect to said declaration within the period specified in said notice, or otherwise, and not having ordered a hearing thereon; and

The Commission having considered the declaration and it appearing that the payment of dividends as proposed will not be detrimental to the public interest or the interest of investors or consumers;

*It is ordered*, Pursuant to Rule U-23 and the applicable provisions of said act and subject to the terms and conditions prescribed in Rule U-24 and to the additional terms and conditions set forth in the order aforesaid dated February 3, 1944, that said declaration be, and the same hereby is, permitted to become effective forthwith.

By the Commission.

[SEAL] ORVAL L. DuBOIS,  
Secretary.

[F. R. Doc. 45-5107; Filed, Mar. 30, 1945;  
11:28 a. m.]

[File No. 70-1047]

## VIRGINIA ELECTRIC AND POWER CO.

NOTICE OF AMENDMENT TO FILING AND ORDER  
FOR HEARING ON APPLICATION

At a regular session of the Securities and Exchange Commission held at its office in the City of Philadelphia, Pa., on the 28th day of March 1945.

Virginia Electric and Power Company, a subsidiary of Engineers Public Service Company, a registered holding company, having filed with this Commission an application, pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935 and the general rules and regulations of this Commission promulgated thereunder, regarding its proposal to issue and sell pursuant to the competitive bidding requirements of Rule U-50 \$33,000,000 principal amount of First and Refunding Mortgage Bonds, Series E, due March 1, 1975, the interest rate, price to be received by the company and the underwriter's spread to be determined by the competitive bidding, and the proceeds from the proposed sale of these Series E bonds, together with funds in the amount of \$3,044,191 held in escrow by the trustee under the mortgage securing the Series B bonds and general funds from the treasury of the company, to be applied to the redemption of the outstanding \$37,500,000 principal amount of First and Refunding Bonds, Series B, 3½% due September 1, 1968, at the current call price of 105% of the principal amount, and

The Commission on March 17, 1945 having issued its notice of filing with respect to said application and having ordered that a hearing be held thereon at the office of this Commission on April 12, 1945,

Notice is hereby given that Virginia Electric and Power Company has filed an amendment to the aforementioned application with this Commission, pursuant to the applicable provisions of the Public Utility Holding Company Act of 1935 and the general rules and regulations of this Commission promulgated thereunder.

All interested persons are referred to said amendment, which is on file in the office of this Commission, for a statement of the transactions therein proposed, which are summarized as follows:

Virginia Electric and Power Company proposes to issue and sell, pursuant to the competitive bidding requirements of Rule U-50, \$59,000,000 principal amount of First and Refunding Mortgage Bonds, Series E, due March 1, 1975, the interest rate, price to be received by the company and the underwriter's spread to be determined by the competitive bidding, instead of the original proposal to issue and sell \$33,000,000 principal amount of Series E bonds as indicated in the original application.

The proceeds from the proposed sale of the additional \$26,000,000 principal amount of Series E bonds are proposed to be applied to the redemption of \$3,000,000 principal amount of First and Refunding Mortgage Bonds, Series C, 3½%, due March 1, 1971, at the current call

price of 109% of the principal amount, and \$23,000,000 principal amount of First and Refunding Mortgage Bonds, Series D, 3%, due April 1, 1974, at the current call price of 106¼% of the principal amount.

It appearing to the Commission that it is appropriate in the public interest and in the interest of investors and consumers that the scope of the aforementioned hearing on April 12, 1945 be enlarged so as to include any issues arising from said amendment or the application as amended.

It is ordered, That the hearing previously directed to be held on April 12, 1945 shall be concerned with said application, as amended, and that the matters and questions set forth in the Commission's notice of filing and order for hearing of March 17, 1945 as the subjects to be given particular attention at the hearing shall be considered in relation to the application as amended. Notice is hereby given of said hearing with respect to the application, as amended, to the above applicant and to all interested persons, said notice to be given to the applicant by registered mail and to all other persons by publication in the FEDERAL REGISTER.

By the Commission.

[SEAL]

ORVAL L. DUBOIS,  
Secretary.

[F. R. Doc. 45-5111; Filed, Mar. 30, 1945;  
11:27 a. m.]

## WAR FOOD ADMINISTRATION.

KENTUCKY, WEST VIRGINIA, OHIO MARKET-  
ING AREANOTICE OF REPORT AND OPPORTUNITY TO FILE  
WRITTEN EXCEPTIONS WITH RESPECT TO  
PROPOSED MARKETING AGREEMENT AND  
ORDER REGULATING HANDLING OF MILK

Pursuant to the rules of practice and procedure governing proceedings to formulate marketing agreements and marketing orders (7 CFR, Cum. Supp., 900.1 *et seq.*) notice is hereby given of the filing with the hearing clerk of this report of the Director of Marketing Services with respect to a proposed marketing agreement and to a proposed order regulating the handling of milk in the Tri-State marketing area. Interested parties may file exceptions to the report with the Hearing Clerk, Office of the Solicitor, Room 1331, South Building, United States Department of Agriculture, Washington 25, D. C., not later than the close of business on the 15th day after publication of this notice in the FEDERAL REGISTER. Exceptions should be filed in quadruplicate.

The proceeding was initiated by the Office of Distribution (now Office of Marketing Services) following the receipt of a petition filed jointly by the Athens Milk Sales Company, Inc., Athens, Ohio; Marietta Cooperative Milk Producers, Inc., Marietta, Ohio; Huntington Interstate Milk Producers Association, Huntington, West Virginia; and Scioto County Milk Producers Association, Portsmouth, Ohio, for a public hearing on a marketing agreement and marketing order pro-

gram which these cooperative associations proposed. After consideration of the petition, notice was issued on October 12, 1944, for a hearing scheduled to be held on October 31, 1944. However, notice of postponement was issued on October 26, 1944, and the hearing convened on December 5, 1944. The time for filing briefs was set at the close of the hearing to expire at midnight January 15, 1945.

The underlying issue in this proceeding is whether or not the War Food Administrator should promulgate a marketing agreement and an order. Other important issues developed at the hearing were concerned with (1) the character of the commerce in milk and milk products in the proposed marketing area, (2) the size of the marketing area to be regulated, (3) the definition of "producer" and "handler", (4) the classification of milk and milk products, including emergency milk, (5) the levels of class prices and the methods to be used in determining such prices, (6) the amount of the administrative assessment, (7) the amount of the deductions from producer payments for marketing services, (8) the method of distributing (pool plan) among producers and associations of producers the proceeds resulting from the disposition of their milk, and (9) the administrative provisions of common application in milk marketing orders of this type.

With respect to these issues it is concluded that:

(1) A marketing order should be issued for the Tri-State marketing area; (2) All milk and milk products handled by handlers, as defined herein, is in the current of interstate commerce or directly burdens, obstructs, or affects interstate commerce, in milk or its products;

(3) The marketing area to be regulated should embrace the cities of Ashland, Kentucky; Huntington and Parkersburg, West Virginia; Marietta, Ironton, and Gallipolis, Ohio; and the counties of Athens and Scioto, Ohio. It is further concluded that the marketing area should be subdivided into two parts for pricing purposes, with one of the portions to be known as the "Huntington district" and to include the cities of Ashland, Kentucky; Huntington, West Virginia; and Ironton and Gallipolis, Ohio;

(4) The term "producer" should include only those farmers producing milk under dairy farm inspection permits or other equivalent certification issued by the respective health authorities having jurisdiction in the said marketing area which is (1) received by a handler at a plant from which milk is disposed of in the marketing area for human consumption as fluid milk, or (2) customarily received at a plant described in (1) of this paragraph but which is diverted by an association of producers to any other milk distributing or milk manufacturing plant.

(5) The term "handler" should include (1) any person, except a person who receives emergency milk only, with respect to milk (including any milk from his own farm production) received by him at a plant from which milk is disposed of in the said marketing area for



human consumption as fluid milk, or (2) any association of producers with respect to any milk produced under dairy farm inspection permits or other equivalent certification issued by the applicable health authority which is customarily received at a plant described in (1) of this paragraph but which it diverts to any other milk distributing or milk manufacturing plant, for the account of such association.

(6) The classes of utilization of milk and milk products should be as set forth in section 4 (b) of the proposed order which is a part of this report. The method of computing the quantity of producers' milk in each class should follow, except in minor respects, the proposal on this subject submitted for hearing by the producer associations.

(7) Class prices should be computed on a formula basis. (The formula proposed would result in a current price for Class I milk of 4 percent butterfat content of \$3.90 per hundredweight for the Huntington district plants. The Class I price for other plants serving the marketing area would be \$3.70 per hundredweight.)

(8) The administrative assessment on handlers to cover the administrative costs of the order should not exceed 4 cents per hundredweight on all milk, skim milk, and cream received.

(9) The deduction from producer payments to cover marketing service expenses should not exceed 6 cents per hundredweight of milk.

(10) Producers and associations of producers delivering milk to all handlers should be paid uniform prices for all milk so delivered, irrespective of the uses made of such milk by individual handlers to whom it is delivered, except that the returns resulting from the higher price of Class I milk applicable at Huntington district plants should be distributed only to producers and to associations of producers supplying such plants.

(11) Certain provisions primarily of an administrative nature, necessary to the administration and enforcement of the substantive provisions, should be included.

The following proposed order is recommended as the detailed means by which these conclusions may be carried out. The proposed marketing agreement is not included in this report because its substantive provisions would be identical with those set forth in the proposed order.

#### Findings

Upon the basis of the evidence introduced in the public hearing and the record thereof, it is hereby found that:

(1) The issuance of this order regulating the handling of milk in the said marketing area, and all the terms and conditions of this order, will tend to effectuate the declared policy of the act;

(2) The prices calculated to give milk produced for sale in the said marketing area a purchasing power equivalent to the purchasing power of such milk as determined pursuant to sections 2 and 8 (e) of the act are not reasonable in view of the price of feeds, available supplies of feeds, and other economic conditions

which affect market supplies of and demand for such milk, and the minimum prices specified in the said order are such prices as will reflect the aforesaid factors, insure a sufficient quantity of pure and wholesome milk, and be in the public interest;

(3) All milk and milk products handled by handlers, as defined herein, is in the current of interstate commerce, or directly burdens, obstructs, or affects interstate commerce, in milk or its products; and

(4) The issuance of this order is the only practical means pursuant to the act to advance the interests of the producers of milk which is produced for sale in the said marketing area.

#### Order Relative to Handling

It is hereby ordered, That such handling of milk and milk products by handlers operating in the Tri-State marketing area as is in the current of interstate commerce, or as directly burdens, obstructs, or affects interstate commerce, in milk or its products, shall from the effective date hereof be in compliance with the following terms and conditions:

#### Provisions

SECTION 1. *Definitions.* The following terms as used herein shall have the following meanings:

(a) "Act" means Public Act No. 10, 73d Congress, as amended and as reenacted and amended by the Agricultural Marketing Agreement Act of 1937, as amended (7 U.S.C. 1940 ed., 601 et seq)

(b) "War Food Administrator" means the War Food Administrator of the United States, or any other officer or employee of the United States authorized to exercise the powers, or to perform the duties, of the War Food Administrator of the United States with reference to the act.

(c) "Tri-State marketing area," hereinafter called the "marketing area," means the territory lying within the corporate limits of the cities of Ashland, Kentucky; Huntington and Parkersburg, West Virginia; Marietta, Ironton, and Gallipolis, Ohio; and all territory lying within Athens and Scioto Counties, Ohio, including but not limited to all municipal corporations in said counties. "Huntington district" means that portion of the marketing area lying within the corporate limits of the cities of Ashland, Kentucky; Huntington, West Virginia; and Ironton and Gallipolis, Ohio.

(d) "Huntington district plant" means a plant (1) located within the Huntington district from which milk is disposed of in such district for human consumption as fluid milk or (2) located outside the marketing area from which 50 percent or more of the plant's disposition of milk for human consumption as fluid milk in the marketing area during the delivery period is in the Huntington district.

(e) "Person" means any individual, partnership, corporation, association, or any other business unit.

(f) "Producer" means any person who produces, under a dairy farm inspection permit or other equivalent certification

issued by the applicable health authority in the marketing area, milk which is (1) received at a plant from which milk is disposed of in the marketing area for human consumption as fluid milk, or (2) customarily received at a plant described in (1) of this paragraph but which is diverted by an association of producers to any other milk distributing or milk manufacturing plant, wherever located.

(g) "Handler" means (1) any person, except a person who receives emergency milk only, with respect to milk (including any milk from his own farm production) received by him at a plant from which milk is disposed of in the marketing area for human consumption as fluid milk, or (2) any association of producers with respect to any milk produced under a dairy farm inspection permit or other equivalent certification issued by the applicable health authority in the marketing area which is customarily received at a plant described in (1) of this paragraph but which it diverts to any other milk distributing or milk manufacturing plant, wherever located, for the account of such association.

(h) "Producer-handler" means any person who is both a producer and a handler and who receives no milk from other producers.

(i) "Delivery period" means the period from the effective date hereof to the end of the calendar month in which such effective date occurs, and thereafter "delivery period" shall mean the calendar month.

(j) "Emergency milk" means milk, skim milk, unsweetened condensed skim or whole milk, or cream received by a handler under a permit for its receipt as an emergency supply issued to him by the applicable health authority in the marketing area.

(k) "Department of Agriculture" means the United States Department of Agriculture or any Federal agency as may be authorized to perform the respective function or functions associated herein with the term Department of Agriculture.

SEC. 2. *Market administrator.*—(a) *Designation.* The agency for the administration hereof shall be a market administrator who shall be a person selected by the War Food Administrator. Such person shall be entitled to such compensation as may be determined by, and shall be subject to removal at the discretion of, the War Food Administrator.

(b) *Powers.* The market administrator shall have the power:

(1) To administer this order in accordance with its terms and provisions;

(2) To receive, investigate, and report to the War Food Administrator complaints of violations of the provisions hereof; and

(3) To make rules and regulations to effectuate the terms and provisions hereof.

(c) *Duties.* The market administrator in addition to the duties herein-after described, shall:

(1) Within 30 days following the date on which he enters upon his duties, or such lesser period as may be prescribed by the War Food Administrator, execute and deliver to the War Food Adminis-

trator a bond, effective as of the date on which he enters upon such duties and conditioned upon the faithful performance of such duties, in an amount and with surety thereon satisfactory to the War Food Administrator.

(2) Keep such books and records as will clearly reflect the transactions provided for herein, and upon request by the War Food Administrator, surrender the same to his successor or to such other person as the War Food Administrator may designate.

(3) Submit his books and records to examination and furnish such information and such verified reports, as may be requested by the War Food Administrator.

(4) Require a surety bond from each employee who handles funds entrusted to the market administrator in an amount reasonably commensurate with the amount of the funds handled by such employee.

(5) Publicly disclose, unless otherwise directed by the War Food Administrator, the name of any person who, within 15 days after the date upon which he is required to perform such acts, has not made (i) reports pursuant to section 3 or (ii) payments pursuant to section 8.

(6) Employ and fix the compensation of such persons as may be necessary to enable him to administer the terms and provisions hereof.

(7) Pay, out of the funds provided by section 9, (i) the cost of his bond and of the bonds of those of his employees who handle funds entrusted to the market administrator, (ii) his own compensation, and (iii) all other expenses, except those incurred under section 10, necessarily incurred by him in the maintenance and functioning of his office and in the performance of his duties.

(8) Audit all reports and payments by each handler by inspection of such handler's records and of the records of any person upon whose utilization the classification of milk depends.

(9) Publicly announce prices for each delivery period, as follows:

(i) On or before the 5th day after the end of each delivery period the class prices and butterfat differentials computed pursuant to section 5; and

(ii) On or before the 10th day after the end of each delivery period, the uniform prices computed pursuant to section 7 (b) and (c) and the butterfat differential to be paid pursuant to section 8 (g)

**SEC. 3. Reports, records, and facilities—(a) Monthly reports of receipts and utilization.** On or before the 5th day after the end of each delivery period each handler, except as otherwise provided in (b) (2) of this section, shall report to the market administrator for each plant, with respect to all milk and milk products handled during such delivery period, in the detail and on forms prescribed by the latter, (1) the butterfat tests, quantities and sources of all milk, skim milk, cream, and other milk products received; (2) the utilization thereof; and (3) such other information with respect to such receipts and utilization as the market administrator may request.

(b) *Other reports.* (1) On or before the day a handler receives emergency milk, he shall report his intention to receive such milk.

(2) Each handler who receives at his plant only milk from his own farm production or from other handlers shall make reports to the market administrator at such time and in such manner as the market administrator may request.

(3) On or before the 20th day after the end of each delivery period each handler shall submit to the market administrator such handler's producer payroll for the delivery period, which shall show (i) the total pounds of milk received from each producer or association of producers, (ii) the total pounds of butterfat contained therein, (iii) the amount of payment to producers and to associations of producers, and (iv) the nature and amount of the deductions and charges involved in such payments.

(c) *Records and facilities.* Each handler shall maintain, and make available to the market administrator or to his representative during the usual hours of business, such accounts and records of his operations and such facilities as, in the opinion of the market administrator, are necessary to verify or to establish the correct data with respect to (1) the utilization, in whatever form, of all milk and milk products received; (2) the weights, samples, and tests for butterfat content of all milk and milk products previously received or utilized or currently being received or utilized; and (3) payments to producers and associations of producers.

**SEC. 4. Classification of milk—(a) Basis of classification.** All milk and milk products received at a plant described in section 1 (g) (1) and milk of producers caused to be delivered in the manner described in section 1 (g) (2) shall be classified by the market administrator in the classes set forth in (b) of this section.

(b) *Classes of utilization.* Subject to the conditions set forth in (c) and (d) of this section, the classes of utilization shall be as follows:

(1) Class I milk shall be all milk and milk products disposed of in fluid form (except that which has been dumped or disposed of for livestock feeding) as: (i) milk, including reconstituted milk; (ii) skim milk; (iii) buttermilk; (iv) flavored milk or milk drinks; (v) cream; (vi) any mixture of cream and milk (or skim milk), and (vii) all milk or milk products not specifically accounted for as Class II milk.

(2) Class II milk shall be all milk and milk products specifically accounted for as (i) used to produce, or disposed of as, a milk product other than any of those specified in Class I milk, (ii) having been dumped or disposed of for livestock feeding, and (iii) plant shrinkage, but not in excess of 2 percent of total receipts, not including receipts from other handlers.

(c) *Responsibility of handlers and reclassification of milk.* (1) In establishing the classification as required in (b) and (d) of this section, the burden rests upon the handler to account for all milk and milk products received by him and

to prove to the market administrator that such milk, or products, should not be classified as Class I milk.

(2) Any milk or milk product classified in one class shall be reclassified if such milk or milk product (or product thereof) is later used or disposed of by any handler in the other class, in accordance with such later use or disposition.

(d) *Transfers.* (1) Milk of producers or of associations of producers, or any skim milk, buttermilk, flavored milk, flavored milk drinks, cream, or milk (or skim milk) and cream mixtures made therefrom, shall be classified as Class I milk when transferred in fluid form by a handler (i) to another handler: *Provided*, That if it is represented in written reports signed by both handlers and submitted to the market administrator on or before the 5th day after the end of the delivery period, that such milk or milk product was utilized as Class II milk, it shall be classified accordingly, subject to verification by the market administrator; (ii) to a producer-handler; (iii) to a person who is not a handler but who distributes milk or cream in fluid form, to the extent of such distribution; and (iv) to any other person not specifically described in subparagraph (2) of this paragraph.

(2) Milk or milk products shall be classified as Class II milk when transferred in fluid form or otherwise (i) to the milk manufacturing plant of a person who is not a handler and who does not distribute milk or cream in fluid form; and (ii) to a person who is not a handler but who distributes milk or cream in fluid form, to the extent that the quantity of such transfer exceeds the amount of milk or cream distributed by such person in fluid form, subject to verification by the market administrator.

(e) *Computation of the milk in each class.* For each delivery period, the market administrator shall correct for mathematical and for other obvious errors the delivery period report submitted by each handler and compute the respective amounts of milk of producers and of associations of producers in Class I milk and Class II milk, as follows:

(1) Determine the handler's total receipts by adding together the total pounds of milk, skim milk, and cream received, and the pounds of butterfat and skim milk used to produce all other milk products received;

(2) Determine the total pounds of butterfat contained in the receipts computed pursuant to (1) of this paragraph;

(3) Determine the total pounds of Class I milk by (i) computing the sum of the pounds (not including flavoring materials) disposed of as each of the several items of Class I milk; and (ii) adding all other milk and milk products not specifically accounted for as Class II milk;

(4) Determine the total pounds of butterfat in Class I milk by (i) computing the sum of the pounds of butterfat in each of the several items of Class I milk; and (ii) adding all other butterfat not specifically accounted for as Class II butterfat;

(5) Determine the total pounds of Class II milk by (i) computing the sum

of the pounds used or disposed of as each of the several items of Class II milk; and (ii) adding the plant shrinkage of milk computed pursuant to (b) (2) (iii) of this section;

(6) Determine the total pounds of butterfat in Class II milk by: (i) computing the sum of the pounds of butterfat in each of the several items of Class II milk; and (ii) adding the butterfat in plant shrinkage computed pursuant to (b) (2) (iii) of this section;

(7) Determine the classification of milk of producers and of associations of producers, as follows: (i) subtract from the total pounds of Class II milk the pounds of milk and milk products, except emergency milk, received from sources other than producers, associations of producers, or other handlers: *Provided*, That if the pounds so received are greater than the quantity of Class II milk of such handler, an amount equal to the difference shall be subtracted from Class I milk; (ii) subtract from the remaining pounds of Class II milk the pounds received from producer-handlers, and any excess of such receipts over the remaining Class II milk, from Class I milk; (iii) subtract from the remaining pounds of Class I milk or Class II milk, as the case may be, the pounds received from other handlers and allocated to such class in accordance with (d) of this section; (iv) subtract pro rata from the remaining pounds of Class I and Class II milk, the total pounds of emergency milk received; and (v) if the remaining quantity of milk is greater than the handler reported having received from producers and from associations of producers, subtract pro rata from the remaining pounds of milk in each class an amount equal to the difference;

(8) Determine the classification of butterfat in milk of producers and of associations of producers in a manner similar to that prescribed in (7) of this paragraph for milk; and

(9) Determine the weighted average butterfat content of the resulting milk in each class computed under (7) of this paragraph.

**SEC. 5. Minimum class prices—(a) Class I milk prices.** Subject to the provisions of (c) (d) (e) and (f) of this section, each handler shall pay for milk received at his plant during the delivery period directly from producers or from an association of producers, which is classified as Class I milk, the appropriate Class I price set forth below for such plant:

When the Class II price effective pursuant to (b) of this section is—	The price per hundredweight of Class I milk of 4 percent butterfat content shall be—	
	Huntington district plants	Other plants
Under \$2.35.....	\$3.15	\$2.95
\$2.35 or over but under \$2.60.....	3.40	3.20
\$2.60 or over but under \$2.85.....	3.65	3.45
\$2.85 or over but under \$3.10.....	3.90	3.70
\$3.10 or over but under \$3.35.....	4.15	3.95
\$3.35 or over but under \$3.60.....	4.40	4.20
\$3.60 or over.....	4.65	4.45

(b) *Class II milk price.* Subject to the provisions of (c) and (d) of this section, each handler shall pay per hundredweight for milk received at his plant during the delivery period directly from producers or from an association of producers, which is classified as Class II milk, the higher of the prices determined by the market administrator as follows:

(1) Divide by 35 the arithmetical average of the basic (field) prices for milk of 3.5 percent butterfat content which are reported to the Department of Agriculture for payment to farmers for milk received during such delivery period by the following companies, at the locations listed, and multiply the result by 40:

Companies:	Location
Borden Co.....	Black Creek, Wis.
Borden Co.....	Greenville, Wis.
Borden Co.....	Mt. Pleasant, Mich.
Borden Co.....	New London, Wis.
Borden Co.....	Orfordville, Wis.
Carnation Co.....	Berlin, Wis.
Carnation Co.....	Jefferson, Wis.
Carnation Co.....	Chilton, Wis.
Carnation Co.....	Oconomowoc, Wis.
Carnation Co.....	Richland Center, Wis.
Carnation Co.....	Sparta, Mich.
Pet Milk Co.....	Belleville, Wis.
Pet Milk Co.....	Coopersville, Mich.
Pet Milk Co.....	Hudson, Mich.
Pet Milk Co.....	New Glarus, Wis.
Pet Milk Co.....	Wayland, Mich.
White House Milk Co.	Manitowoc, Wis.
White House Milk Co.	West Bend, Wis.

*Provided*, That if the price so determined is less than the price computed by the market administrator in accordance with the following formula, such formula price shall be the price for Class II milk for the delivery period: multiply by 4 the average price per pound of 92-score butter at wholesale in the Chicago market, as reported by the Department of Agriculture for the delivery period during which such milk was received, add 20 percent thereof, and add 3½ cents per hundredweight for each full one-half cent that the price of dry skim milk for human consumption is above or below, respectively, 5½ cents per pound. The price per pound of dry skim milk to be used in this subparagraph shall be the arithmetical average of the carlot prices for both spray and roller process dry skim milk for human consumption, f. o. b. manufacturing plant, as published by such agency for the Chicago area during the delivery period, including in such average the quotations published for any fractional part of the previous delivery period. In the event such agency does not publish carlot prices for dry skim milk for human consumption, f. o. b. manufacturing plant, the arithmetical average of the carlot prices for both spray and roller process dry skim milk for human consumption, delivered at Chicago, shall be used, and the figure "7½" shall be substituted for "5½" in the formula set forth above in this proviso.

(c) *Butterfat differentials to handlers.* (1) If the weighted average butterfat content of that portion of the milk received from producers and from associations of producers which is classified as Class I milk for any handler is more or less than 4.0 percent, there shall be added to, or subtracted from, the Class I price,

for each one-tenth of 1 percent that such weighted average butterfat content is above or below, respectively, 4.0 percent, an amount computed by the market administrator by adding 20 percent to the average wholesale price per pound of 92-score butter at Chicago, as reported by the Department of Agriculture for the delivery period, dividing the sum obtained by 10, and then adding 1.0 cent.

(2) If the weighted average butterfat content of that portion of the milk received from producers and from associations of producers which is classified as Class II milk for any handler is more or less than 4.0 percent, there shall be added to, or subtracted from, the Class II price, for each one-tenth of 1 percent that such weighted average butterfat content is above or below, respectively, 4.0 percent, an amount computed by the market administrator by adding 20 percent to the average wholesale price per pound of 92-score butter at Chicago, as reported by the Department of Agriculture for the delivery period, and dividing the sum obtained by 10.

(d) *Emergency price provision.* (1) Whenever the provisions hereof require the market administrator to use a specific price (or prices) for milk or any milk product for the purpose of determining class prices or for any other purpose, the market administrator shall add to the specified price the amount of any subsidy or other similar payment being made by any Federal agency in connection with the milk, or product, associated with the price specified: *Provided*, That if for any reason the price specified is not reported or published as indicated, the market administrator shall use the applicable maximum uniform price established by regulations of any Federal agency plus the amount of any subsidy or other similar payment: *Provided further*, That if the specified price is not reported or published and there is no applicable maximum uniform price, or if the specified price is not reported or published and the War Food Administrator determines that the market price is below the applicable maximum uniform price, the market administrator shall use a price determined by the War Food Administrator to be equivalent to or comparable with the prices specified.

(2) Whenever the War Food Administrator finds and announces that the Class I price, computed for any delivery period pursuant to (a) of this section, is above a level which is in the public interest, the Class I price for such delivery period shall be the same as the Class I price effective for the delivery period immediately preceding.

(e) *Prices for Class I and Class II milk disposed of outside the marketing area.* The prices for Class I and Class II milk disposed of outside the marketing area by a handler shall be those applicable, respectively, pursuant to (a) and (b) of this section, to Class I or Class II milk disposed of by such handler in the marketing area.

(f) *Price of Class I milk transferred by one handler to another handler.* The price of Class I milk transferred by a handler to another handler shall be that applicable to Class I milk at the selling handler's plant, pursuant to (a) of this

section: *Provided*, That any hauling charge with respect thereto chargeable to producers or to associations of producers shall not exceed that customarily applied to deliveries of such producers from their farms to the selling handler's plant.

.. SEC. 6. *Application of provisions*—(a) *Handlers who receive no milk from producers*. Sections 4, 5, 7, 8, 9, and 10 shall not apply to milk of any handler, as verified by the market administrator in the manner provided in (b) of this section: (1) whose sole sources of supply are receipts from other handlers or (2) who is a producer-handler pursuant to section 1 (h)

(b) *Verification*. Any handler who desires to qualify under (a) of this section shall furnish to the market administrator for his verification, subject to review by the War Food Administrator, evidence of his qualifications satisfactory to the market administrator, and he shall furnish similar evidence of subsequent changes in his operations that affect his qualifications. Verification by the market administrator shall be made within 5 days after the date of receipt of such evidence, and shall be effective retroactively to the date on which the applicant became so eligible, but not earlier than the first day of the delivery period during which verification of such eligibility is made.

SEC. 7. *Determination of uniform prices*—(a) *Computation of value of milk*. The value of milk received from producers and associations of producers during each delivery period by each handler shall be a sum of money computed by the market administrator by (1) multiplying the pounds of such milk in each class for the delivery period, computed to section 4 (e) (7) by the applicable class prices computed pursuant to section 5, and (2) adding together the resulting amounts: *Provided*, That if a handler, after subtracting receipts from his own farm production, from other handlers, and from sources determined as other than producers, associations of producers, or other handlers, has disposed of milk or butterfat in excess of the milk or butterfat which, on the basis of his reports, has been credited to producers or associations of producers as having been received from them, there shall be added an amount equal to its value in accordance with its classification determined pursuant to section 4 (e) (7) (v)

(b) *Computation of uniform price for plants other than Huntington district plants*. For each delivery period the market administrator shall compute the uniform price per hundredweight to be paid to producers and to associations of producers for milk received at plants other than Huntington district plants, as follows:

(1) Combine into one total the values computed pursuant to (a) of this section for all handlers who made the reports prescribed by section 3, and who made the payments prescribed by section 8 for the preceding delivery period;

(2) Add an amount equal to one-half of the cash balance in the producer-set-

tlement fund, less the amount due handlers pursuant to section 8 (e).

(3) Subtract if the weighted average butterfat content of the milk of producers and associations of producers represented by the values included under (1) of this paragraph (pooled milk) is greater than 3.5 percent, or add, if such butterfat content is less than 3.5 percent, an amount computed by multiplying the amount by which its weighted average butterfat content varies from 3.5 percent by the butterfat differential computed pursuant to section 8 (g) and multiplying the resulting figure by the total hundredweight of such milk;

(4) Subtract an amount computed by multiplying by 20 cents the total hundredweight of Class I milk of producers and associations of producers at all Huntington district plants;

(5) Divide the resulting amount by the total hundredweight of pooled milk; and

(6) Subtract not less than 4 cents nor more than 5 cents (adjusting to the even cent) from the amount per hundredweight computed under (5) of this paragraph, for the purpose of retaining in the producer-settlement fund a cash balance to provide against errors in reports and payments or delinquencies in payments by handlers. The result shall be known as the "uniform price" per hundredweight for milk of 3.5 percent butterfat received at plants other than Huntington district plants.

(c) *Computation of uniform price for Huntington district plants*. For each delivery period, the market administrator shall compute the uniform price per hundredweight to be paid to producers and to associations of producers for milk received at Huntington district plants, as follows:

(1) Add to the amount per hundredweight resulting under (b) (5) of this section, an amount per hundredweight computed by dividing the amount subtracted under (b) (4) of this section by the milk received from producers and associations of producers at all Huntington district plants and represented in the values included under (b) (1) of this section; and

(2) Subtract not less than 4 cents nor more than 5 cents (adjusting to the even cent) from the amount per hundredweight computed under (1) of this paragraph, for the purpose as indicated in (b) (6) of this section. The result shall be known as the "uniform price" per hundredweight for milk of 3.5 percent butterfat received at Huntington district plants.

(d) *Notification of handlers*. On or before the 10th day after the end of each delivery period, the market administrator shall notify each handler of (1) the total value of his milk; (2) the applicable uniform price computed pursuant to (b) or (c) of this section; (3) the amount due such handler from the producer-settlement fund or the amount to be paid by such handler to the producer-settlement fund, as the case may be; and (4) the amounts to be paid by such handler pursuant to section 8.

SEC. 8. *Payment for milk*—(a) *Time and method of final payment*. Each han-

dler shall make payment, subject to the butterfat differential provided by (g) of this section and less the payments made pursuant to (b) of this section and the deductions required by section 10, for all milk received from producers or from an association of producers during each delivery period, as follows:

(1) Except as set forth in (2) of this paragraph, to each producer, on or before the 15th day after such delivery period, at not less than the applicable uniform price for milk of 3.5 percent butterfat.

(2) To an association of producers for milk of producers from whom such association has received written authorization to collect payment, on or before the 14th day after such delivery period, of a total amount equal to not less than the sum of the individual amounts otherwise payable to such producers under (1) of this paragraph.

(b) *Partial payments*. (1) On or before the 25th day of each delivery period, each handler shall make payment, except as set forth in (2) of this paragraph, to each producer at not less than the applicable uniform price of the preceding delivery period for the milk of such producer which was received by such handler during the first 15 days of the current delivery period.

(2) On or before the 24th day of each delivery period, each handler shall make payment to an association of producers for milk of producers from whom such association has received written authorization to collect payment, at not less than the applicable uniform price of the preceding delivery period for all such milk which was received by such handler during the first 15 days of the current delivery period.

(c) *Producer-settlement fund*. The market administrator shall establish and maintain a separate fund known as the "producer-settlement fund" into which he shall deposit all payments made by handlers pursuant to (d) of this section and out of which he shall make all payments to handlers pursuant to (e) of this section: *Provided*, That the market administrator shall offset any such payment due any handler against payments due from such handler.

(d) *Payments to the producer-settlement fund*. On or before the 13th day after each delivery period, each handler shall pay to the market administrator for payment to producers or to associations of producers through the producer-settlement fund the amount by which the total value computed for him pursuant to section 7 (a) for such delivery period is greater than the sum required to be paid by such handler pursuant to (a) of this section.

(e) *Payments out of the producer-settlement fund*. On or before the 14th day after each delivery period the market administrator shall pay to each handler for payment to producers or to associations of producers the amount by which the sum required to be paid pursuant to (a) of this section is greater than the total value computed for him pursuant to section 7 (a) for such delivery period: *Provided*, That if the balance in the producer-settlement fund is insufficient to



make all payments pursuant to this paragraph, the market administrator shall reduce uniformly such payments and shall complete such payments as soon as the necessary funds are available, and no handler who, on the 14th day after the delivery period, has not received full payment for such delivery period from the market administrator pursuant to this paragraph shall be deemed to be in violation of (a) of this section if he reduces his payments thereunder by not more than the amount of the reduction in payment from the producer-settlement fund.

(f) *Adjustment of errors.* Whenever audit by the market administrator of the payment by a handler to a producer or to an association of producers, pursuant to (a) or (b) of this section, discloses payment of less than is required, the handler shall make up such payment not later than the time for making payment pursuant to (a) of this section next following such disclosure.

(g) *Butterfat differential.* If, during the delivery period, any handler has received from any producer or associations of producers milk having a weighted average butterfat content other than 3.5 percent, such handler, in making the payments prescribed in (a) of this section, shall add to, or subtract from, the applicable uniform price per hundredweight, for each one-tenth of 1 percent of such butterfat content in milk above or below, as the case may be, 3.5 percent, an amount computed by the market administrator as follows: add 20 percent to the average wholesale price per pound of 92-score butter at Chicago, as reported by the Department of Agriculture for the delivery period and divide the resulting amount by 10.

SEC. 9. *Expense of administration.* As his pro rata share of the expense which necessarily will be incurred in the maintenance and functioning of the office of the market administrator, and in the performance of the duties of the market administrator, each handler, with respect to all milk, skim milk, and cream (except receipts from other handlers) received by him during each delivery period, shall pay to the market administrator, on or before the 13th day after the end of such delivery period, that amount per hundredweight not to exceed 4 cents, which is determined (subject to review by the War Food Administrator) and announced by the market administrator on or before the 10th day after the end of such delivery period: *Provided*, That an association of producers shall pay such pro rata share of expense of administration on only that milk with respect to which it is a handler.

SEC. 10. *Marketing services deductions.*—(a) *Payments to market administrator.* Except as set forth in (b) of this section, each handler shall deduct an amount not exceeding 6 cents per hundredweight (the exact amount to be determined by the market administrator, subject to review by the War Food Administrator) from the payments due pursuant to section 8 (a) with respect to all milk received by such handler during each delivery period from producers

and associations of producers, and shall pay such deductions to the market administrator on or before the 13th day after such delivery period. Such moneys shall be used by the market administrator to make, or check, weights, samples, and tests of milk received by handlers from producers or associations of producers and to provide them with market information, such services to be performed in whole or in part by the market administrator or by an agent engaged by and responsible to him.

(b) *Payments to cooperative associations.* In the case of producers for whom a cooperative association which, as determined by the War Food Administrator, (1) is engaged in the collective sale or marketing of their milk, (2) has its entire activities under the control of its members, (3) meets the standards set forth in the Act of Congress of February 18, 1922, as amended, known as the "Capper-Volstead Act," and (4) is actually performing the services set forth in (a) of this section, each handler shall make, in lieu of the deductions specified in (a) of this section, such deductions from the payments to be made to such producers as have been authorized by such producers and, on or before the 14th day after each delivery period, pay over such deductions to the cooperative association rendering such services.

SEC. 11. *Effective time, suspension, or termination.*—(a) *Effective time.* The provisions hereof, or any amendment hereto, shall become effective at such time as the War Food Administrator may declare and shall continue in force until suspended or terminated, pursuant to (b) of this section.

(b) *Suspension or termination.* The War Food Administrator may suspend or terminate this order or any provision hereof, whenever he finds that this order or any provision hereof, obstructs, or does not tend to effectuate the declared policy of the act. This order shall terminate, in any event, whenever the provisions of the act authorizing it cease to be in effect.

(c) *Continuing power and duty of the market administrator.* (1) If, upon the suspension or termination of any or all provisions hereof, there are any obligations arising hereunder the final accrual or ascertainment of which requires further acts by any handler, by the market administrator, or by any other person, the power and duty to perform such further acts shall continue notwithstanding such suspension or termination: *Provided*, That any such acts required to be performed by the market administrator shall, if the War Food Administrator so directs, be performed by such other person, persons, or agency as the War Food Administrator may designate.

(2) The market administrator, or such other person as the War Food Administrator may designate, shall (i) continue in such capacity until discharged by the War Food Administrator, (ii) from time to time account for all receipts and disbursements, and, when so directed by the War Food Administrator, deliver all funds or property on hand, together with the books and records of the mar-

ket administrator, to such person as the War Food Administrator may direct, and (iii) if so directed by the War Food Administrator, execute such assignments or other instruments necessary or appropriate to vest in such person full title to all funds, property, and claims vested in the market administrator or such person pursuant hereto.

(d) *Liquidation after suspension or termination.* Upon the suspension or termination of any or all provisions hereof, the market administrator, or such persons as the War Food Administrator may designate shall, if so directed by the War Food Administrator, liquidate the business of the market administrator's office and dispose of all funds and property then in his possession or under his control, together with claims for any funds which are unpaid or owing at the time of such suspension or termination. Any funds collected pursuant to the provisions hereof, over and above the amounts necessary to meet outstanding obligations and the expenses necessarily incurred by the market administrator or such person in liquidating and distributing such funds, shall be distributed to the contributing handlers and producers in an equitable manner.

SEC. 12. *Agents.* The War Food Administrator may, by designation in writing, name any officer or employee of the United States to act as his agent or representative in connection with any of the provisions hereof.

SEC. 13. *Separability of provisions.* If any provision of this order, or the application thereof to any person or circumstances, is held invalid, the remainder of the order, and the application of such provision to other persons or circumstances, shall not be affected thereby.

This report filed at Washington, D. C., this 29th day of March 1945.

C. W. KITCHEN,  
Director of Marketing Services.

[F. R. Doc. 45-5063; Filed, Mar. 29, 1945; 3:27 p. m.]

[Docket No. AO 117-A 5]

WASHINGTON, D. C., MARKETING AREA

NOTICE OF HEARING ON HANDLING OF MILK

Proposed amendments to tentatively approved marketing agreement, as amended, and order, as amended, regulating the handling of milk in the Washington, D. C., Marketing Area, including a proposal to enlarge the marketing area to include the "Arlington-Alexandria Sales Area" as defined by the Milk Commission of the Commonwealth of Virginia.

Pursuant to the Agricultural Marketing Agreement Act of 1937, as amended (7 U. S. C. 601 et seq.) and in accordance with the applicable rules of practice and procedure (7 CFR, Cum. Supp. 900.1 et seq.), notice is hereby given of a hearing to be held in Room "N" of the United States Chamber of Commerce, 1615 H Street NW., Washington, D. C., beginning at 10 a. m., e. w. t., April 16, 1945, with re-



spect to proposed amendments to the tentatively approved marketing agreement, as amended, and order, as amended, regulating the handling of milk in the Washington, D. C., marketing area. These amendments have not received the approval of the War Food Administrator.

This public hearing is for the purpose of receiving evidence with respect to the economic or marketing conditions which relate to the amendments, or any modification thereof, which are hereinafter set forth. The amendments which have been proposed are set forth below.

**I. Definitions as contained in § 945.3.**

*a. Proposed by Dairy and Poultry Branch, War Food Administration.* Delete (b) and substitute:

(b) "Secretary" means the Secretary of Agriculture, or the War Food Administrator, or any officer or employee of the United States who is, or who may hereafter be, authorized to exercise the powers and to perform the duties of the Secretary of Agriculture.

*b. Proposed by Maryland and Virginia Milk Producers' Association, Inc.*

(A) Change period at the end of (c) to a comma and add "and that area in Virginia which is under the jurisdiction of the Virginia Milk Commission and known as the Arlington-Alexandria Sales Area" (i. e., the territory in the Commonwealth of Virginia within the following boundaries: beginning at the junction of the westerly boundary of the Arlington County line and the Potomac River; thence southwesterly along the said county line to its junction with Road 689; thence westerly on 689 to its junction with 695; thence southerly along 695 crossing Road 694 and Highway 7 to the junction of 695 and 650; thence southerly on 650 crossing Highway 211 and 50 to its junction with 709; thence southeasterly on 709 to its junction with 710; thence southerly on 710 to its junction with Highway 236; thence from this point in a straight line southerly to the junction of Roads 617 and 620; thence southerly on 617 to its junction with 636; thence southerly along 636 to Highway 9; thence in a straight line southwesterly from the junction of Road 636 and Highway 9 to the junction of Road 641 and 642 in Prince William County; thence southeasterly along Road 642 to Road 640; thence northeasterly along Road 640 to Road 639; thence easterly along Road 639 to Highway 9; thence southeasterly along Highway 9 to Highway 1, south of Woodbridge; thence cross Highway 1 and continue southeasterly along Road 637 to Dawson Beach; thence in a straight line due east to the Potomac River; thence up said river to its junction with the western boundary of the Arlington County line, the point of beginning.)

(B) Delete (e) and substitute:

(e) "Producer" means any person, irrespective of whether such person is also a handler, who produces milk in conformity with the applicable health department regulations for milk for consumption as milk in the marketing area, and which milk is delivered direct to (1) a plant located in the marketing area

which is approved or licensed by the applicable health department for sale of milk for fluid consumption in the marketing area, or (2) a plant located outside the marketing area from which milk was shipped to the marketing area for fluid consumption during May 1942.

(C) Delete (j), (k) and (l) and substitute:

(j) "Producer milk plant" means any milk plant currently used for any or all of the handling functions of receiving, weighing (or measuring) sampling, cooling, pasteurizing, bottling, or other preparation of milk of producers, as defined in paragraph (e) of this section, for fluid sales or disposition in fluid form in the marketing area.

(k) "Emergency milk plant" means any milk plant other than a "producer milk plant" currently used for any or all of the handling functions of receiving, weighing (or measuring), sampling, cooling, pasteurizing, bottling, or other preparation of milk of persons who are not producers as defined in (2) of this section.

(l) "Emergency milk" means all milk, skim milk, cream, cottage cheese, condensed milk, condensed skim milk, whole milk powder, and skim milk powder received at a producer milk plant from an emergency milk plant.

(m) "Producers' plant test" means the weighted average butterfat test of all producer milk received at a "producer milk plant" during a delivery period as shown by the testing agency designated by the market administrator.

(n) "Producer milk" means all milk received by a handler as defined in paragraph (e) of this section.

*c. Proposed by Embassy Dairy, Inc.* Delete (e) and substitute:

(e) "Producer" means any person, irrespective of whether such person is also a handler, who produces milk on a farm from which milk is delivered direct to (1) a plant located in the marketing area which is approved or licensed for sale of milk for fluid consumption in the marketing area, or (2) a plant located outside the marketing area from which milk was shipped to the marketing area for fluid consumption during May 1942, or (3) a plant located outside the marketing area which received no milk previous to August 15, 1944, and from which all milk received was shipped to a producer's milk plant located in the marketing area during the period September 1, 1944, to March 1, 1945.

**II. Market administrator as contained in § 945.4.**

*Proposed by the Dairy and Poultry Branch.* Add to (b) a subparagraph (3)

(3) Make rules and regulations to effectuate the terms and provisions hereof.

**III. Reports of handlers as contained in § 945.5.**

*Proposed by Maryland and Virginia Milk Producers' Association, Inc.*

(A) Delete (a) and substitute:

(a) *Submission of reports.* Each handler shall report to the market administrator, in the detail and on forms

prescribed by the market administrator, as follows:

(1) On or before the 5th day after the end of each delivery period the receipt of milk at each producer plant from producers, including milk produced by such handler and the weighted average test thereof.

(2) On or before the 8th day after the end of each delivery period, (i) the receipts and butterfat content of milk, skim milk, cream, and milk products at each producer milk plant for the account of a handler or a cooperative association, from each producer milk plant and each emergency milk plant; (ii) the utilization of all milk, skim milk, cream and milk products received and the butterfat content of each use or product thereof; (iii) the receipts at each producer milk plant from new producers and the average test thereof; (iv) the name and address of each new producer; (v) the names of handlers from whom or to whom milk, skim milk, cream and milk products was received or delivered; and (vi) the address of each emergency milk plant from which milk, skim milk, cream and milk products was received at a producer milk plant.

(3) Within 10 days after the market administrator's request with respect to any producer for whom such information is not in the files of the market administrator and with respect to a period or periods of time designated by the market administrator, (i) the name and address of such producer; (ii) the total pounds of milk delivered and the average butterfat test thereof; (iii) the farm scores and cattle scores recorded by the respective health departments requiring permits to sell milk to handlers in the marketing area; and (iv) the number of days upon which deliveries were made.

(4) On or before the 15th day after the end of each delivery period, at the request of the market administrator, his producer payroll which shall show for each producer, (i) the total delivery of milk with the average butterfat test thereof; (ii) the premium rate paid; (iii) the net amount of payment made pursuant to § 945.10; and (iv) the deductions and charges made by the handler with authorizations therefor.

(B) Delete (b) (3) and substitute:

(3) The checking of the weighing and sampling of milk, skim milk, cream, and milk products received by such handlers;

(4) Determining the utilization of milk, skim milk, cream and milk products by the handler.

**IV. Classification of milk as contained in § 945.6.**

*a. Proposed by Chestnut Farms, Chevy Chase Dairy.* Amend this section to revise fat and solids not fat classification, to provide a lower classification for skim milk used in the manufacture of cottage cheese, and to provide allowance for plant loss not to exceed 2 percent in the lowest classification.

*b. Proposed by Maryland and Virginia Milk Producers' Association, Inc.* Delete (a) (b), (c), and (d) and substitute:

(a) *Milk to be classified.* All milk, skim milk, cream and milk products received

by each handler in his producer milk plant except milk returned for the account of a cooperative association shall be classified in the classes set forth in paragraph (b) of this section.

(b) *Classes of utilization.* Except as provided in paragraph (c) of this section, the classes of utilization shall be as follows:

(1) Class I. Milk which is disposed of for fluid consumption as milk, skim milk, milk drinks, and buttermilk, and all milk not accounted for in Classes II and III.

(2) Class II. Milk which is disposed of in cottage cheese, and cream for fluid consumption.

(3) Class III shall be all cream, milk, skim milk and other milk products used in a producer milk plant as, or disposed of, to a plant engaged in the wholesale manufacture of, ice cream, ice cream mix, American cheese, butter, roller or spray skim milk powder, condensed milk, or condensed skim milk, and used as such: *Provided*, That satisfactory proof of such use or disposal is filed with the market administrator and subject to his verification.

(c) *Transfers of producer milk and cream out of area.* Milk and skim milk disposed of by a handler to a plant other than a producer milk plant outside the area which disposed of milk for fluid use shall be classified as Class I, and cream disposed of by a handler to a plant outside the area which disposed of milk or cream for fluid use shall be classified as Class II.

(d) *Responsibility of handlers in establishing the classification of milk.* In establishing the classification of any milk received at a producer milk plant, the burden rests upon the handler who received the milk to prove that it should not be classified as Class I and Class II.

(e) *Computation of milk in each class.* For each delivery period the market administrator shall correct for mathematical errors the report submitted by each handler and compute from the corrected report the amount of Class I milk, Class II milk, and Class III milk as follows:

(1) Determine the total pounds of milk received as follows: Add into one sum the (i) total pounds of milk received from producers and handlers' own farm production, and (ii) the total pounds of milk, skim milk and cream, and the skim milk and butterfat contained in milk products received which was disposed of in Class I and Class II products (a) from emergency milk plants and (b) from other producer milk plants.

(2) Determine the total pounds of butterfat received as follows: (i) Multiply by its average test the weight of the milk received from producers and handlers' own farm production and (ii) multiply by its average butterfat test the weight of the milk, skim milk, cream and milk products received which was disposed of in Class I and Class II products (1) from emergency milk plants and (2) from other producer milk plants.

(3) Determine the total pounds of Class I as follows: (i) Convert to pounds the quantity of milk, skim milk, buttermilk and milk drinks disposed of for fluid

consumption. (ii) Compute the pounds of butterfat contained in the pounds of Class I milk computed pursuant to (i) by multiplying the weight of each product by its average butterfat test and adding together the resulting amounts. (iii) If the pounds of butterfat so computed when added to the pounds of butterfat in Class II milk and Class III milk is less than the total pounds of butterfat received computed pursuant to subparagraph (2) of this paragraph, the difference in butterfat pounds shall be divided by the producer plant test and that amount shall be added to the amount determined in (i) to obtain the total Class I milk.

(4) Determine the total pounds of Class II milk as follows: (i) Multiply the weight of each of the products of Class II milk by its average butterfat test, add together the resulting amounts, and divide by the producer plant test; (ii) add to this amount any amount by which the total product pounds of cream disposed of for consumption as fluid cream and the pounds of cream and skim milk disposed of in cottage cheese exceeds the amount computed pursuant to (i) and (iii) subtract from the amount computed pursuant to (ii) any amount by which that amount when added to the amount of Class I milk determined pursuant to subparagraph (3) of this paragraph exceeds the total pounds of milk received computed pursuant to subparagraph (1).

(5) Determine the total pounds of Class III milk as follows: (i) Multiply the weight of each of the products of Class III milk by its average butterfat test, add together the resulting amounts and divide by the producer plant test; (ii) add to this amount any amount by which the total product pounds of milk, skim milk and cream disposed of in Class III products exceeds the amount computed to (i) and (iii) subtract from the amount computed pursuant to (ii) any amount by which that amount when added to the amount of Class I milk determined pursuant to subparagraph (3) of this paragraph and Class II milk determined pursuant to subparagraph (4) exceeds the total pounds of milk received computed pursuant to subparagraph (1).

(f) *Allocation of producer milk.* (1) Producer milk received by a handler shall first be allocated to Class I but not to exceed the Class I pounds as determined, pursuant to paragraph (e) (3) of this section.

(2) Producer milk received by a handler in excess of Class I utilization shall be allocated to Class II but not to exceed the Class II pounds as determined pursuant to paragraph (e) (4) of this section.

(3) Producer milk received by a handler in excess of Class I and Class II utilization shall be Class III.

(g) *Allocation of emergency milk.* Emergency milk received at a producer milk plant shall be allocated to Class III milk, except that emergency milk may be allocated to Class II milk to the extent that Class II use exceeds the amount of all producer milk less the amount of producer milk classified as Class I milk, and emergency milk may be allocated to

Class I milk only to the extent that the total amount of Class I milk exceeds the total amount of producer milk received.

V Minimum prices as contained in § 945.7.

a. *Proposed by Maryland and Virginia Milk Producers' Association, Inc.* Delete (a) and substitute:

(a) *Class prices.* Each handler shall pay not less than the following prices per hundredweight of 4 percent milk, subject to (b) (i), (j), and (k) of § 945.10 for milk received from producers and associations of producers at a producer milk plant:

(1) Class I. The price for Class I milk shall be \$4.52.

(2) Class II. The price for Class II milk shall be \$3.55.

(3) Class III. The price for Class III milk shall be the sum of the respective values of butterfat and skim milk calculated as follows by the market administrator:

(i) *Butterfat:* Add all weekly market quotations (using the mid-point of any weekly range as one quotation) of approved sweet cream approved for "Pennsylvania only" and for "Pennsylvania, Newark, and lower Merion Township" in the Philadelphia, Pennsylvania market, as reported for each week ending within the month by the United States Department of Agriculture, divide by the number of quotations, subtract \$.50, divide by 33, multiply by 4.

(ii) *Skim Milk:* The weighted average price of all spray and roller processed non-fat dry milk solids sold for human consumption, as published by the United States Department of Agriculture for the previous month shall be used in determining the skim price as follows:

Quotation per pound:	Class III skim value
\$0.075 or below	0
\$0.076 to \$0.085	\$0.07½
\$0.086 to \$0.095	.15
\$0.096 to \$0.105	.22½
\$0.106 to \$0.115	.30
\$0.116 to \$0.125	.37½
\$0.126 to \$0.135	.45
\$0.136 to \$0.145	.52½
\$0.146 to \$0.155	.60
\$0.156 to \$0.165	.67½

b. *Proposed by Chestnut Farms, Chevy Chase Dairy.* Amend this section to provide a lower skim milk powder price in the formula.

VI. Application of provisions as contained in § 945.8.

*Proposed by Maryland and Virginia Milk Producers' Association, Inc.* Delete (a) and (b) and substitute:

(a) *Handlers who are also producers.* No provision hereof shall apply to a handler whose only sources of milk supply are receipts from his own production or from other handlers, except that such handler shall make reports to the market administrator at such time, to such extent and in such manner as the market administrator may request and shall permit the market administrator to verify such reports.

(b) *Payment for excess milk or butterfat.* In the event that a handler, after subtracting his own production, receipts from other handlers, receipts from

sources determined as other than producers or handlers, and receipts of emergency milk, has disposed of milk or butterfat, computed pursuant to § 945.6 (g), in excess of the milk or butterfat which, on the basis of his reports, has been credited to his producers as having been delivered by them, such handler shall pay to producers, through the producer-settlement fund, the value of such milk or the milk equivalent of such butterfat in accordance with its utilization.

VII. Determination and announcement of uniform prices as contained in § 945.9.

a. *Proposed by Maryland and Virginia Milk Producers' Association, Inc.* Delete this section and substitute:

§ 945.9 *Determination and announcement of uniform price to producers and other market information.*—(a) *Computation of value for each handler.* For each delivery period the market administrator shall compute, subject to the provisions of § 945.8 (b) the value of milk of producers received by each handler, by multiplying the quantity in each class by the price applicable to such class adjusted to the producers' plant test and by adding together the resulting class values.

(b) *Computation and announcement of uniform prices.* The market administrator shall compute and announce the uniform price per hundredweight of producer milk for each delivery period, as follows:

(1) Combine into one total the respective values computed pursuant to paragraph (a) of this section for each handler who made the report prescribed by § 945.5 (a) for such delivery period and who has made the payments prescribed by § 945.10 (f)

(2) Subtract, if the average butterfat content of all milk received from producers is in excess of 4 percent, or add, if such average butterfat content is less than 4 percent, the total value of the butterfat differential applicable pursuant to § 945.10 (i)

(3) (i) Subtract for each of the delivery periods of April, May, and June 1945 an amount representing 20 cents per hundredweight of milk received from producers by the handlers whose milk values are included under subparagraph (1) of this paragraph; (ii) beginning with 1946 and thereafter, the deduction during the period shall be \$0.30 per hundredweight.

(4) Add for each of the delivery periods for September, October and November, one-third of the total amount of money withheld pursuant to subparagraph (3) of this paragraph.

(5) Add any cash balance in excess of \$1,000.00 in the producer-settlement fund.

(6) Add together the sums arrived at in subparagraphs (1) (2) (3) (4) and (5) of this paragraph and divide the total amount by the total hundredweight of milk of producers.

(7) On or before the 10th day after the end of each delivery period, notify each handler and publicly announce the uniform price per hundredweight computed pursuant to (6) of this paragraph,

the class prices, and the butterfat differentials provided by § 945.10 (i)

(c) *Announcement of other market information.* As soon after the 11th day after the end of each delivery period as such information becomes available, the following data shall be compiled and listed by the market administrator.

(1) The total pounds of milk and the butterfat contained therein received from producers and the total pounds of such milk allocated to each class.

(2) The total pounds of emergency milk received at each producer milk plant and the butterfat contained therein.

(3) The total sales of each product named in § 945.6 with the butterfat contained therein.

(b) *Proposed by Embassy Dairy, Inc.* Amend the order to provide for a marketwide pool of payments to producers whereby all producers including those added by our proposed definition of producer would receive a uniform price.

VIII. Payments for milk as contained in § 945.10.

a. *Proposed by Maryland and Virginia Milk Producers' Association, Inc.* Delete (a) (b) (c) (d) (e), and (f) and substitute:

(a) *Time and method of payment.*

(1) On or before the 15th day after the end of each delivery period, each handler shall pay to each producer or association of producers for milk received during the delivery period, an amount of money representing not less than the total value of such producers' milk at the uniform price per hundredweight, subject to paragraphs (h) to (l) inclusive of this section, and all monies due pursuant to paragraphs (c) and (f) of this section: *Provided*, That payments due under this section to any producer who has given authority to a cooperative to receive payment for his milk, shall be made to the cooperative association at the minimum class prices, subject to paragraphs (h) to (l), inclusive, of this section, and the cooperative association shall make settlements due the producer-settlement fund and the seasonal adjustment fund for each handler.

(2) Any handler may make uniform payments to producers in addition to the minimum payments required by this paragraph: *Provided*, That such additional payments are made to all producers supplying such handler with milk, except payments made to producers supplying special milk to handlers for premium sales.

(b) *Seasonal-adjustment fund.* The market administrator shall establish and maintain a separate fund known as the seasonal adjustment fund into which he shall deposit all payments made by handlers or associations of producers pursuant to § 945.9 (b) (3) and out of which he shall make all payments pursuant to § 945.9 (b) (4) *Provided*, That payments due any handler or association of producers shall be offset by payments due from such handler or association of producers.

(c) *Payments to the seasonal-adjustment fund.* On or before the 15th day after the end of each delivery period for April, May, and June each handler or association of producers shall pay

to the market administrator the amount withheld by him from producers during the delivery period pursuant to § 945.9 (b) (3)

(d) *Payments out of the seasonal-adjustment fund.* On or before the 15th day after the end of each of the delivery periods of September, October, and November, beginning in 1945, the market administrator shall pay out of the seasonal-adjustment fund to each handler or association of producers an amount computed as follows: Divide one-third of the aggregate amount held pursuant to § 945.9 (b) (3) by the hundredweight of producer milk delivered during the delivery period involved (September, October, or November, as above) and apply the resulting amount per hundredweight to the milk receipts from producers of each handler for such delivery period.

(e) *Producer-settlement fund.* The market administrator shall establish and maintain a separate fund known as the "producer-settlement fund" into which he shall deposit all payments made by handlers and association of producers pursuant to paragraphs (f) and (h) of this section and out of which he shall make all payments pursuant to paragraphs (g) and (i) of this section: *Provided*, That payments due any handler or association of producers shall be offset by payments due from such handlers or association of producers.

(f) *Payments to the producer-settlement fund.* On or before the 15th day after the end of each delivery period, each handler or association of producers shall pay to the market administrator the amount by which the total value of the milk pursuant to § 945.9 (a) received by him from producers during the delivery period is greater than the amount of the minimum payments required to be made by such handler pursuant to § 945.9 (b), plus payments made pursuant to paragraphs (c) of this section and minus payments made pursuant to paragraph (d) of this section.

(g) *Payments out of the producer-settlement fund.* (1) On or before the 20th day after the end of each delivery period, the market administrator shall pay to each handler or association of producers for payment to producers the amount, if any, by which the total value of the milk pursuant to § 945.9 (a) received from producers by such handler is less than the amount of the minimum payments required to be made by such handler pursuant to § 945.9 (b) less payments made pursuant to paragraph (c) of this section and plus payments made pursuant to paragraph (d) of this section. If at such time the balance in the producer-settlement fund is insufficient to make all payments pursuant to this paragraph, the market administrator shall reduce uniformly such payments and shall complete such payments as soon as the necessary funds are available. No handler who, on the 20th day after the end of each delivery period, has not received the balance of payment due him from the market administrator shall be deemed to be in violation of paragraph (a) of this section if he reduces his payments to producers by not more than the amount of the reduc-

tion in payment from the producer-settlement fund.

(h) *Adjustments of errors in payments.* Whenever verification by the market administrator of payments by any handler discloses errors made in payments to the seasonal-adjustment fund, or the producer-settlement fund, pursuant to paragraph (c) of this section, the market administrator shall debit or credit such handler for any unpaid amount and settlement of the amount so adjusted shall be made on the following month's statement. Whenever verification by the market administrator of the payment by a handler to any producer for milk received by such handler discloses payment of less than is required by this section, the handler shall make up such payment not later than the time of making payment to producers next following such disclosure.

(i) *Butterfat differential.* (1) In making payments to each producer, pursuant to paragraph (a) of this section, each handler shall add to the price not less than, or subtract from the price not more than, as the case may be for each one-tenth of 1 percent of butterfat content above or below 4 percent in milk received from such producer, six (6) cents per hundredweight for the delivery period during which the milk was received.

(2) The butterfat content of milk received from producers shall be determined by taking the average of not less than 5 separate butterfat tests made from fresh samples during each delivery period. The butterfat content of emergency milk shall be determined at the producer milk plant where it is received. The market administrator may designate an independent laboratory to make these tests.

(j) *Location adjustment to producers.* (1) In making payments pursuant to paragraph (a) of this section the handler may deduct eighteen (18) cents per hundredweight with respect to milk received from producers who have been delivering their supply of milk for the previous four full delivery periods at a plant in which no milk is bottled or finally processed for distribution to consumers and which is located more than 35 miles from the District of Columbia: *Provided*, That a handler may make such deduction on all milk received at such plant from new producers whose milk is not received on truck routes transferred to such plant. (2) In making payments pursuant to paragraph (a) of this section, handlers whose plants are located in that part of the marketing area which is within the State of Maryland and not holding a permit to distribute milk in the District of Columbia or that part of the marketing area within the State of Virginia, may deduct forty-six (46) cents per hundredweight with respect to Class I milk received from producers not holding a Health Department permit for the District of Columbia.

(k) *Premiums to be paid by handlers.* (1) In making payments pursuant to paragraph (a) of this section, handlers shall pay premium differentials on all milk received from producers at producer milk plants determined by applying the

premium rates set forth in this paragraph for each producer's deliveries classified in Class I and Class II. The premium rates referred to in this paragraph shall be determined from the following schedule with respect to the cattle scores and farm scores recorded for each producer by the respective health departments requiring permits to sell milk to handlers in the marketing area:

Farm score	With cattle score under 95	With cattle score 95 or over, but under 98	With cattle score 98 or over
	Per hundred-weight	Per hundred-weight	Per hundred-weight
Under 80.....	\$0.00	\$0.00	\$0.00
80.0-84.9.....	.00	.03	.09
85.0-89.9.....	.02	.08	.14
90.0-94.9.....	.08	.14	.20
95.0-97.9.....	.20	.26	.32
Over 97.9.....	.31	.37	.43

(2) If more than one score has been recorded during any month, the simple average of the scores so recorded shall be used. Producers who are subject to health department regulations which do not provide for cattle scores in their scoring system shall be considered as having a cattle score of 98 or over and the score given them by the health department shall be considered the farm score for the purpose of applying premiums under the above schedule.

(l) Handlers may distribute the payments they are required to make to producers for milk received by them, on any uniform basis other than that specified above in this section, that is approved by the market administrator.

b. *Proposed by Embassy Dairy, Inc.* Delete (d) and substitute:

(d) *Location adjustment to producers.* In making payments pursuant to paragraph (a) of this section the handler may deduct 18 cents per hundredweight with respect to milk received from producers at a plant which is located more than 35 miles and not more than 60 miles from the District of Columbia and 78 cents per hundredweight with respect to milk received from producers at a plant which is located more than 120 miles from the District of Columbia in which plant no milk is bottled or finally processed for distribution to consumers.

IX. Expense of administration and marketing services as contained in § 945.11.

*Proposed by Maryland and Virginia Milk Producers' Association, Inc.* Delete (a) and (b) and substitute:

(a) *Payments by handlers.* As his prorata share of the expense of the administration hereof, each handler shall pay to the market administrator on or before the 18th day after the end of each delivery period an amount equal to 2 cents per hundredweight with respect to all milk and cream received by him from an emergency milk plant, producers, associations of producers, or produced by him during such delivery period, or such lesser amount, the exact amount to be determined by the market administrator subject to review by the Secretary. Each handler which is a cooperative associa-

tion shall pay such prorata share of the expense of administration only on such milk and cream actually received at a producer milk plant operated by such cooperative association. If the market administrator designates an independent agency to determine the butterfat content of milk received by handlers from producers as permitted by § 945.10 (i) each handler shall pay to the market administrator an amount equal to one-half the cost of such tests of producer milk, the exact amount to be determined by the market administrator.

(b) *Marketing services.* If the market administrator designates an independent agency to determine the butterfat content of milk received by handlers from producers, as permitted under § 945.10 (i), each handler shall deduct from his payments to each producer an amount equal to one-half the cost per test, the exact amount to be determined by the market administrator, and shall pay such deduction to the market administrator on or before the 18th day after the end of each delivery period. Such monies shall be used by the market administrator to pay the independent laboratory for the verification of weighing, sampling, and testing of milk received from producers.

X. Emergency milk committee as contained in § 945.13.

*Proposed by the Dairy and Poultry Branch.* Delete § 945.13 and substitute:

§ 945.13 *Emergency milk committee—* (a) At the application of handlers of more than 50 percent of the milk received from producers for sale in the marketing area, the Chief of the Dairy and Poultry Branch, Office of Marketing Services, War Food Administration (hereinafter referred to as Chief of Branch) may select a committee from among the applicants to be known as the "Emergency Milk Committee", all of whom may be selected from among the persons nominated in accordance with the procedure established by the Chief of Branch. The market administrator may be a member of such committee and may act as chairman thereof.

(b) *Duties.* The Emergency Milk Committee shall supervise the purchase and allocation of emergency milk and cream among handlers desiring to purchase their milk and cream through a single importing agency, and shall make rules and regulations subject to the approval of the Chief of Branch, with respect to such allocation of milk and cream and the cost thereof.

Copies of this notice of hearing, of the tentatively approved marketing agreement, as amended, and the order, as amended, now in effect, may be procured from the Hearing Clerk, Office of the Solicitor, United States Department of Agriculture, in Room 1331 South Building, Washington, D. C., or may be there inspected.

THOMAS J. FLAVIN,  
Assistant to the  
War Food Administrator

MARCH 30, 1945.

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